

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA5	Page 1 of 76
2. Contract No.		3. Solicitation No. DAAE20-99-R-0215		4. Type of Solicitation Negotiated (RFP)	5. Date Issued 2000APR12	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By TACOM-ROCK ISLAND AMSTA-CM-CREC ROCK ISLAND IL 61299-7630			Code W52H09	8. Address Offer To (If Other Than Item 7)		

SOLICITATION

NOTE: In sealed bid solicitations offer and offeror mean bid and bidder .

9. Sealed offers in original and 1 Signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until _____ (hour) local time 2000MAY12 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	Name MARGIE TUFTEE E-mail address: TUFTEEM@RIA.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (309) 782-7163
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

Amendment Number	Date	Amendment Number	Date

15A. Contractor/Offeror/Quoter		Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)	
15B. Telephone Number (Include Area Code)		15C. Check if Remittance Address is Different From Blk 15A- Furnish Such Address In Offer		17. Signature	18. Offer Date

AWARD (To be completed by Government)

19. Accepted As To Items Numbered		20. Amount	21. Accounting And Appropriation	
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()			23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	
24. Administered By (If other than Item 7)			25. Payment Will Be Made By	
SCD PAS ADP PT				
26. Name of Contracting Officer (Type or Print)			27. United States Of America	
			(Signature of Contracting Officer)	
			28. Award Date	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE20-99-R-0215 MOD/AMD</p>	<p style="text-align: center;">Page 2 of 76</p>
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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	HQ, DA	NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	JUL/1993
<p>(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.</p> <p>(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.</p> <p>(c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.</p>			
(AA7020)			

A-2

52-201-4501

NOTICE ABOUT TACOM-RI OMBUDSMAN

NOV/1995

TACOM-RI

a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.

b. If you think that this solicitation:

1. has inappropriate requirements; or
2. needs streamlining; or
3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

c. The buyer's name, phone number and address are on the cover page of this solicitation.

d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI
AMSTA-CM-CR (OMBUDSMAN)
Rock Island IL 61299-7630
Phone: (309) 782-6621
Electronic Mail Address: AMSTA-CM-CR@ria.army.mil

e. If you contact the Ombudsman, please provide him with the following information:

- (1) TACOM-RI solicitation number;
- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.

(End of clause)

(AS7006)

A-3

52.210-4516
TACOM-RI

COMMERCIAL EQUIVALENT ITEM(S)

JUN/1998

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

A-4

52.211-4506
TACOM-RI

INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL SPECIFICATIONS AND STANDARDS

DEC/1997

(a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.

(b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

SPI	MILITARY/FEDERAL SPEC/STANDARD	LOCATION OF FACILITY	ACO

(c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.

(d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.

(e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:

(1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.

(2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.

(f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN

CLIN

CLIN

CLIN

PRICE \$

PRICE \$

PRICE \$

PRICE \$

(End of clause)

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Name of Offeror or Contractor:		

A-5 52.215-4503 NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED APR/1999
TACOM-RI

1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at <http://www.acq.osd.mil/pcipt/>). In order to meet the DoD goal, TACOM has established an interim goal of "paperless" acquisition by 1 June 1999.

2. In response to these mandates, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see <http://aais.ria.army.mil/aais/SOLINFO/index.htm>).

3. IMPORTANT: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.

4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI
(TACOM-RI 52.215-4510)

LS7012, Electronic Award Notice - TACOM-RI
(TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

A-6 52.233-4503 AMC-LEVEL PROTEST PROGRAM JUN/1998
TACOM-RI

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Avenue
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/command_counsel/protest/protest.html

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

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Name of Offeror or Contractor:		

A-7 52.243-4510 DIRECT VENDOR DELIVERY JAN/1999
TACOM-RI

In accordance with the Changes clause of this contract, the contractor may be called upon to ship directly to the user, in lieu of the destination in the Schedule, to satisfy urgent or backorder situations. In such instances the contractor may be directed to use best commercial packaging. The contractor may also be called upon to ship the item to the new destination within 24 hours of the required delivery date as specified in the Schedule. Please provide your POC, electronic mail address and commercial phone number including area code for this effort below:

(End of clause)

(AS7012)

A-8 52.246-4538 CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2 JUN/1998
TACOM-RI

THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ROCK ISLAND (RI) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2.

THE (CP)2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-7603.

(END OF CLAUSE)

(AS7502)

- THIS SOLICITATION IS UNRESTRICTED.
- THIS SOLICITATION, DAAE20-99-R-0215, WILL RESULT IN THE COMPETITIVE AWARD OF A LONG-TERM, FIRM FIXED-PRICE, TRADE-OFF ANALYSIS (BEST VALUE) REQUIREMENTS TYPE CONTRACT FOR M28 CPE COMPONENTS. (SEE FAR 16.503 AND FAR CLAUSES 52.216-18, 52.216-19, AND 52.216-21 FOR ADDITIONAL INFORMATION ON REQUIREMENTS TYPE CONTRACTS).
- THIS SOLICITATION CONTAINS A RANGE OF QUANTITIES SPECIFIED FOR ORDERING PERIODS 1, 2, AND 3 AND OPTION PERIODS 1 AND 2 AS CALLED OUT BELOW. PRICING FOR THESE QUANTITIES SHOULD BE PROVIDED IN ATTACHMENT 01. THE QUANTITIES ARE ESTIMATES ONLY AND DO NOT BIND THE GOVERNMENT IN ANY WAY.

ORDERING PERIOD 1: AWARD DATE - 31 DEC 2000

ORDERING PERIOD 2: 1 JAN 2001 - 31 DEC 2001

ORDERING PERIOD 3: 1 JAN 2002 - 31 DEC 2002

OPTION PERIOD 1 : 1 JAN 2003 - 31 DEC 2003

OPTION PERIOD 2 : 1 JAN 2004 - 31 DEC 2004
- CONTRACTORS ARE INSTRUCTED TO FILL IN ALL PRICING LINES IN THE PRICING EVALUATION SHEET (ATTACHMENT 01). PROPOSALS OFFERING PRICES FOR LESS THAN ALL ORDERING AND OPTION PERIODS WILL NOT BE CONSIDERED. PROPOSALS OFFERING PRICES FOR QUANTITIES OTHER THAN THOSE SOLICITED WILL NOT BE CONSIDERED.
- THE RANGE OF QUANTITIES SHOWN ON THE PRICING EVALUATION SHEET (ATTACHMENT 01) IS PROVIDED SOLELY FOR THE PURPOSE OF ESTABLISHING REASONABLE QUANTITIES AGAINST WHICH TO PROVIDE PRICES. AN AWARD UNDER THIS SOLICITATION IN NO WAY OBLIGATES THE GOVERNMENT TO ORDER ANY OF THE STATED QUANTITIES. EACH ORDER STANDS ON ITS OWN INsofar AS IT OBLIGATES THE GOVERNMENT. THE GOVERNMENT'S ESTIMATED QUANTITIES BY ORDERING PERIOD ARE SET FORTH. THE QUANTITIES REPRESENT THE GOVERNMENT'S BEST ESTIMATE OF PROJECTED REQUIREMENTS BASED ON COMBINATION OF ORDER HISTORY, ACTUAL ORDERS ON HAND, AND PROJECTED DEMAND. THEY ARE NOT A

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;"> PIIN/SIIN DAAE20-99-R-0215 MOD/AMD </p>	<p style="text-align: center;">Page 6 of 76</p>
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Name of Offeror or Contractor:

- REPRESENTATION THAT ANY QUANTITIES WILL BE REQUIRED OR ORDERED, OR THAT THE CONDITIONS AFFECTING REQUIREMENTS WILL BE STABLE OR NORMAL.
6. EVALUATION OF OFFERS SHALL BE IN ACCORDANCE WITH THE EVALUATION GUIDELINES AND SPECIFIC EVALUATION PROCEDURES IN SECTION M OF THIS SOLICITATION.
7. ALL DELIVERY ORDERS WILL BE ISSUED UNILATERALLY BY THE GOVERNMENT WITH FIRM DELIVERY DATES. IF FIRST ARTICLE TEST IS REQUIRED FIRST ARTICLE TEST REPORT SHALL BE DUE 150 DAYS AFTER RECEIPT OF ORDER AND DELIVERY OF ANY REQUIRED COMPONENTS SHALL COMMENCE 120 DAYS AFTER THE APPROVAL OF FIRST ARTICLE OR IF FIRST ARTICLE IS NOT REQUIRED DELIVERY OF COMPONENTS SHALL COMMENCE 180 DAYS AFTER RECEIPT OF ORDER. DELIVERY OF INDIVIDUAL CLINS SHALL BE AT THE FOLLOWING RATES:
- CLIN 0001 --UP TO 7 PER MONTH
CLIN 0002 --UP TO 5 PER MONTH
CLIN 0003 --UP TO 21 PER MONTH
CLIN 0004 --UP TO 3 PER MONTH
CLIN 0005 --UP TO 9 PER MONTH
CLIN 0006 --UP TO 42 PER MONTH
CLIN 0007 --UP TO 2 PER MONTH
CLIN 0008 --UP TO 7 PER MONTH
CLIN 0009 --UP TO 25 PER MONTH
CLIN 0010 --UP TO 9 PER MONTH
CLIN 0011 --UP TO 7 PER MONTH
CLIN 0012 --UP TO 3 PER MONTH
CLIN 0013 --UP TO 2 PER MONTH
CLIN 0014 --UP TO 109 PER MONTH
CLIN 0015 --UP TO 9 PER MONTH
CLIN 0016 --UP TO 5 PER MONTH
CLIN 0017 --UP TO 42 PER MONTH
8. ALL DELIVERY ORDERS WILL BE ISSUED UTILIZING THE UNIT PRICE PROPOSED FOR THE APPLICABLE QUANTITY BY ORDERING PERIOD. IF AWARD FOR ANY ORDERING PERIOD IS MADE AT A LOWER RANGE UNIT PRICE AND CUMULATIVE ORDERS FOR THAT ORDERING PERIOD EXCEED THAT RANGE WITHIN A 30 DAY TIMEFRAME OF PLACEMENT OF THE ORDER, A UNIT PRICE ADJUSTMENT WILL BE CALCULATED AGAINST THE PREVIOUSLY ORDERED QUANTITIES FOR THAT PARTICULAR ORDER UTILIZING THE NEXT HIGHER RANGE QUANTITY UNIT PRICE. THIS REDUCTION IN UNIT PRICE WILL BE TAKEN BY MODIFICATION OF THAT ORDER.
9. ALL DELIVERY ORDERS WILL BE ISSUED UTILIZING THE UNIT PRICE PROPOSED FOR THE APPLICABLE QUANTITY BY ORDERING PERIOD.
10. PRICES SHALL BE SUBMITTED ON AN FOB DESTINATION BASIS. ALL ORDERS FOR TYPE II COMPONENTS SHALL BE DELIVERED TO KELLY AIR FORCE BASE, TEXAS AND ALL OTHER COMPONENTS SHALL BE DELIVERED TO BLUE GRASS ARMY DEPOT.
11. CONTRACTORS ARE ALERTED TO READ NARRATIVE SECTIONS L & M FOR EVALUATION CRITERIA.
- *** END OF NARRATIVE A001 ***

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS <u>Supplies or Services and Prices/Costs</u> <u>VESTIBULE LINER TYPE I</u> SECURITY CLASS: Unclassified <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB: Destination NSN: 4240-01-330-8891 P/N: 5-19-11373 ALL PRICES SHALL BE ENTERED ON PRICE EVALUATION WORKSHEET (ATTACHMENT 01) ALL FIRST ARTICLE TEST QUANTITIES (IF REQUIRED) SHALL BE INSPECTION: ORIGIN ACCEPTANCE: DESTINATION FOB: DESTINATION (End of narrative A001)				
0002	<u>Supplies or Services and Prices/Costs</u> <u>END SECTION TYPE I</u> SECURITY CLASS: Unclassified <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB: DESTINATION NSN: 4240-01-330-8882 P/N: 5-19-11335 ALL PRICES SHAL BE ENTERED ON PRICE EVALUATION WORKSHEET (ATTACHMENT 01) ALL FIRST ARTICLE TEST QUANTITIES (IF REQUIRED) SHALL BE INSPECTION: ORIGIN ACCEPTANCE: DESTINATION FOB: DESTINATION (End of narrative A001)				
0003	<u>Supplies or Services and Prices/Costs</u> <u>LINER, CENTER TYPE I</u> SECURITY CLASS: Unclassified				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB: Destination NSN: 4240-01-330-8884 P/N: 5-19-11395 ALL PRICES SHALL BE ENTERED ON PRICING EVALUATION WORKSHEET (ATTACHMENT 01) ALL FIRST ARTICLE TEST QUANTITIES (IF REQUIRED) SHALL BE INSPECTION: ORIGIN ACCEPTANCE: DESTINATION FOB: DESTINATION (End of narrative A002) <u>Supplies or Services and Prices/Costs</u> <u>SUPPLY AIRLOCK TYPE I</u> SECURITY CLASS: Unclassified <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB: Destination NSN: 4240-01-441-7383 P/N: 5-19-11610 ALL PRICES SHALL BE ENTERED ON PRICE EVALUATION WORKSHEET (ATTACHMENT 01) ALL FIRST ARTICLE TEST QUANTITIES (IF REQUIRED) SHALL BE INSPECTION: ORIGIN ACCEPTANCE: DESTINATION FOB: DESTINATION (End of narrative A001)				
0005	<u>Supplies or Services and Prices/Costs</u> <u>LINER, ISO ADAPTER TYPE I</u> SECURITY CLASS: Unclassified <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB: Destination				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	<p>NSN: 4240-01-330-8890</p> <p>P/N: 5-19-11372</p> <p>ALL PRICES SHALL BE ENTERED ON PRICE EVALUATION WORKSHEET (ATTACHMENT 01)</p> <p>ALL FIRST ARTICLE TEST QUANTITIES (IF REQUIRED) SHALL BE INSPECTION: ORIGIN ACCEPTANCE: DESTINATION FOB: DESTINATION</p> <p>(End of narrative A001)</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>SUPPORT KIT</u></p> <p>SECURITY CLASS: Unclassified</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB: Destination</p> <p>NSN: 4240-01-406-9350</p> <p>P/N: 5-19-11190-20</p> <p>ALL PRICES SHAL BE ENTERED ON PRICE EVALUATION WORKSHEET (ATTACHMENT 01)</p> <p>ALL FIRST ARTICLE QUANTITIES (IF REQUIRED) SHALL BE INSPECTION: ORIGIN ACCEPTANCE: DESTINATION FOB: DESTINATION</p> <p>(End of narrative A001)</p> <p><u>Supplies or Services and Prices/Costs</u></p>				
0007					

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	<p><u>TUNNEL AIRLOCK</u></p> <p>SECURITY CLASS: Unclassified</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB: Destination</p> <p>NSN: 4240-01-330-8886</p> <p>P/N: 5-19-11342</p> <p>ALL PRICES SHALL BE ENTERED ON PRICE EVALUATION WORKSHEET (ATTACHMENT 01)</p> <p>FIRST ARTICLE TEST QUANTITIES (IF REQUIRED) SHALL BE INSPECTION: ORIGIN ACCEPTANCE: DESTINATION FOB: DESTINATION</p> <p>(End of narrative A001)</p>				
0008	<p><u>Supplies or Services and Prices/Costs</u></p> <p><u>LINER, END SECTION TYPE II</u></p> <p>SECURITY CLASS: Unclassified</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB: Destination</p> <p>NSN: 4240-01-461-5983</p> <p>P/N: 5-19-13781</p> <p>ALL PRICES SHAL BE ENTERED ON PRICE EVALUATION WORKSHEET (ATTACHMENT 01)</p> <p>ALL FIRST ARTICLE QUANTITIES (IF REQUIRED) SHALL BE INSPECTION: ORIGIN ACCEPTANCE: DESTINATION FOB: DESTINATION</p> <p>(End of narrative A001)</p>				
0009	<p><u>Supplies or Services and Prices/Costs</u></p> <p><u>LINER, CENTER TYPE II</u></p> <p>SECURITY CLASS: Unclassified</p>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	<p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB: Destination</p> <p>NSN: 4240-01-460-9058</p> <p>P/N: 5-19-13774</p> <p>ALL PRICES SHALL BE ENTERED ON PRICE EVALUATION WORKSHEET (ATTACHMENT 01)</p> <p>FIRST ARTICLE TEST QUANTITIES (IF REQUIRED) SHALL BE INSPECTION: ORIGIN ACCEPTANCE: DESTINATION FOB: DESTINATION</p> <p style="text-align: center;">(End of narrative A001)</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>LINER VESTIBULE TYPE II</u></p> <p>SECURITY CLASS: Unclassified</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB: Destination</p> <p>NSN: 4240-01-460-9059</p> <p>P/N: 5-19-13785</p> <p>ALL PRICES SHALL BE ENTERED ON PRICE EVALUATION WORKSHEET (ATTACHMENT 01)</p> <p>FIRST ARTICLE TEST QUANTITIES (IF REQUIRED) SHALL BE INSPECTION: ORIGIN ACCEPTANCE: DESTINATION FOB: DESTINATION</p> <p style="text-align: center;">(End of narrative A001)</p>				
0011	<p><u>Supplies or Services and Prices/Costs</u></p> <p><u>ISO ADAPTER TYPE II</u></p> <p>SECURITY CLASS: Unclassified</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB: Destination</p>				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	<p>NSN: 4240-01-460-9056</p> <p>P/N: 5-19-13789</p> <p>ALL PRICES SHALL BE ENTERED ON PRICE EVALUATION WORKSHEET (ATTACHMENT 01)</p> <p>FIRST ARTICLE TEST QUANTITIES (IF REQUIRED) SHALL BE INSPECTION: ORIGIN ACCEPTANCE: DESTINATION FOB: DESTINATION</p> <p>(End of narrative A001)</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>SUPPLY AIRLOCK TYPE II</u></p> <p>SECURITY CLASS: Unclassified</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB: Destination</p> <p>NSN: 4240-01-460-9066</p> <p>P/N: 5-19-13800</p> <p>ALL PRICES SHALL BE ENTERED ON PRICE EVALUATION WORKSHEET (ATTACHMENT 01)</p> <p>FIRST ARTICLE TEST QUANTITY (IF REQUIRED) SHALL BE INSPECTION: ORIGIN ACCEPTANCE: DESTINATION FOB: DESTINATION</p> <p>(End of narrative A001)</p>				
0013	<p><u>Supplies or Services and Prices/Costs</u></p> <p><u>PROTECTIVE ENTRANCE</u></p> <p>SECURITY CLASS: Unclassified</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB: Destination</p> <p>NSN: 4240-01-33-2938</p> <p>P/N: 5-19-11021</p> <p>ALL PRICES SHALL BE ENTERED ON PRICE EVALUATION WORKSHEET (ATTACHMENT 01)</p>				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	<p>FIRST ARTICLE TEST QUANTITIES (IF REQUIRED) SHALL BE INSPECTION: ORIGIN ACCEPTANCE: DESTINATION FOB: DESTINATION</p> <p>(End of narrative A001)</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>M20A1</u></p> <p>SECURITY CLASS: Unclassified</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB: Destination</p> <p>NSN: 4240-01-330-7806</p> <p>P/N: 5-19-11320</p> <p>ALL PRICES SHALL BE ENTERED ON PRICE EVALUATION WORKSHEET (ATTACHMENT 01)</p> <p>FIRST ARTICLE TEST QUANTITY (IF REQUIRED) SHALL BE INSPECTION: ORIGIN ACCEPTANCE: DESTINATION FOB: DESTINATION</p> <p>(End of narrative A001)</p>				
0015	<p><u>Supplies or Services and Prices/Costs</u></p> <p><u>MAINTENANCE KIT</u></p> <p>SECURITY CLASS: Unclassified</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB: Destination</p> <p>NSN: 5180-01-331-2921</p> <p>P/N: 5-19-10950</p> <p>ALL PRICES SHALL BE ENTERED ON PRICE EVALUATION WORKSHEET (ATTACHMENT 01)</p> <p>FIRST ARTICLE TEST QUANTITY (IF REQUIRED) SHALL BE INSPECTION: ORIGIN</p>				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016	ACCEPTANCE: DESTINATION FOB: DESTINATION (End of narrative A001) <u>Supplies or Services and Prices/Costs</u> <u>MOTOR BLOWER</u> SECURITY CLASS: Unclassified <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB: Destination NSN: 4240-01-330-8885 P/N: 5-19-10872 ALL PRICES SHALL BE ENTERED ON PRICE EVALUATION WORKSHEET (ATTACHMENT 01) ALL FIRST ARTICLE TEST QUANTITIES (IF REQUIRED) SHALL BE INSPECTION: ORIGIN ACCEPTANCE: DESTINATION FOB: DESTINATION (End of narrative A001)				
0017	<u>Supplies or Services and Prices/Costs</u> <u>FILTER ELEMENT</u> SECURITY CLASS: Unclassified <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB: Destination NSN: 4240-01-332-2068 P/N: 5-19-11232 ALL PRICES SHALL BE ENTERED ON PRICE EVALUATION WORKSHEET (ATTACHMENT 01) FIRST ARTICLE TEST QUANTITY (IF REQUIRED) SHALL BE INSPECTION: ORIGIN ACCEPTANCE: DESTINATION FOB: DESTINATION (End of narrative B001)				

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Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.210-4501 TACOM-RI	DRAWINGS/SPECIFICATION	MAR/1988

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing

CLIN 0001	TDPL 5-19-11373	with revisions in effect as of 7 May 99	See attachment 03 CD ROM for Section C exceptions
CLIN 0002	TDPL 5-19-11335	with revisions in effect as of 6 May 99	See attachment 03 CD ROM for Section C exceptions
CLIN 0003	TDPL 5-19-11395	with revisions in effect as of 6 May 99	See attachment 03 CD ROM for Section C exceptions
CLIN 0004	TDPL 5-19-11610	with revisions in effect as of 10 May 99	See attachment 03 CD ROM for Section C exceptions
CLIN 0005	TDPL 5-19-11372	with revisions in effect as of 10 May 99	See attachment 03 CD ROM for Section C exceptions
CLIN 0006	TDPL 5-19-11190-20	with revisions in effect as of 11 May 99	See attachment 03 CD ROM for Section C exceptions
CLIN 0007	TDPL 5-19-11342	with revisions in effect as of 11 May 99	See attachment 03 CD ROM for Section C exceptions
CLIN 0008	TDPL 5-19-13781	with revisions in effect as of 13 Apr 99	See attachment 03 CD ROM for Section C exceptions
CLIN 0009	TDPL 5-19-13774	with revisions in effect as of 23 Apr 99	See attachment 03 CD ROM for Section C exceptions
CLIN 0010	TDPL 5-19-13785	with revisions in effect as of 5 May 99	See attachment 03 CD ROM for Section C exceptions
CLIN 0011	TDPL 5-19-13789	with revisions in effect as of 6 May 99	See attachment 03 CD ROM for Section C exceptions
CLIN 0012	TDPL 5-19-13800	with revisions in effect as of 7 May 99	See attachment 03 CD ROM for Section C exceptions
CLIN 0013	TDPL 5-19-11021	with revisions in effect as of 7 May 99	See attachment 03 CD ROM for Section C exceptions
CLIN 0014	TDPL 5-19-11320	with revisions in effect as of 2 Mar 99	See attachment 03 CD ROM for Section C exceptions
CLIN 0015	TDPL 5-19-10950	with revisions in effect as of 2 Mar 99	See attachment 03 CD ROM for Section C exceptions
CLIN 0016 CD ROM	P/N 5-19-10872	in accordance with TDPL 5-19-11190-20 with revisions in effect as of 11 May 99	See attachment 03 CD ROM for Section C exceptions
CLIN 0017	TDPL 5-19-11232	with revisions in effect as of 8 Feb 99	See attachment 03 CD ROM for Section C exceptions
(CS6100)			

C-2	52.210-4511 TACOM-RI	STATEMENT OF WORK - OZONE DEPLETING CHEMICALS	MAR/1994
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(a) (1) Specifications and standards, which identify ODCs among alternative substances for use, are part of this TDP/SOW as follows:

MIL-STD-2073-1	MIL_STD-171	TTC-490
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(2) The above specifications and standards allow the optional use of Ozone Depleting Substances (ODS) or Ozone Depleting Chemicals (ODC). Preference should be given to the Non-ODS/ODC choices in compliance with Executive Order 12843, dated April 21, 1993, "Procurement Requirements and Policies for Federal Agencies for Ozone Depleting Substances .

<p>CONTINUATION SHEET</p>	<p>Reference No. of Document Being Continued</p> <p>PIIN/SIIN DAAE20-99-R-0215 MOD/AMD</p>	<p>Page 17 of 76</p>
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Name of Offeror or Contractor:

(b) Other specifications and standards containing ODS/ODC materials and included in this TDP/SOW for which a substitute is provided and must be used are as follows:

MIL-P-23377 MIL-STD-191

(c) Other specifications and standards included in this TDP/SOW that specify use of an ODS/ODC and have been approved for use are as follows:

N/A

(d) NOTE: Offerors are requested, although not obligated, to perform their own screening of the TDP specifications and standards or SOW and identify any additional potential ODS/ODC to the Contracting Officer.

(End of Clause)

(CS6191)

C-3 52.248-4502 CONFIGURATION MANAGEMENT DATA INTERFACES - SBCCOM JUL/1999

SBCCOM

The contractor may submit Engineering Change Proposal (ECPs), Value Engineering Change Proposals (VECPs), Request for Deviations (RFDs), and Notice of Revisions (NORs) for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with MIL-STD-973. The contractor is not responsible for the documentation of the logistics support impact of proposed ECPs.

These documents shall be submitted electronically in accordance with the enclosed DD Form 1423, Contract Data Requirements Lists.

If the Government receives the same or substantially the same VECPs from two or more contractors, the contracts whose VECP is received first, will be entitled to share with the Government in all instant, concurrent, future, and collateral savings.

Duplicate VECPs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VECP has been approved and accepted by the Government. If the first VECP submitter's proposal is accepted by the Government, subsequent submitters will receive no VECP savings under their own or other contracts.

(End of Clause)

(CS7109)

Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

	Regulatory Cite	Title	Date
D-1	52.211-4501 TACOM-RI	PACKAGING REQUIREMENTS	SEP/1997
CLIN 0001			

(a) Packaging shall be in accordance with the requirements of the Packaging Data Sheet or the Special Packaging Instruction P5-19-11373, revision A, dated 17 May 93. Packing Level B is required and shall be in accordance with MIL-STD-2073-1, revision C, dated 1 Oct 96.

(b) Marking shall be in accordance with MIL-STD-129, "Standard Practice for Military Marking," revision N, dated 15 May 97. Bar coding requirements apply. When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.

EXCEPTION: None

CLIN 0002

(a) Packaging shall be in accordance with the requirements of the Packaging Data Sheet or the Special Packaging Instruction P5-19-11335, revision A, dated 30 Mar 93. Packing Level B is required and shall be in accordance with MIL-STD-2073-1, revision C, dated 1 Oct 96.

(b) Marking shall be in accordance with MIL-STD-129, "Standard Practice for Military Marking," revision N, dated 15 May 97. Bar coding requirements apply. When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.

EXCEPTION: None

CLIN 0003

(a) Packaging shall be in accordance with the requirements of the Packaging Data Sheet or the Special Packaging Instruction P5-19-11395, revision A, dated 30 Mar 93. Packing Level B is required and shall be in accordance with MIL-STD-2073-1, revision C, dated 1 Oct 96.

(b) Marking shall be in accordance with MIL-STD-129, "Standard Practice for Military Marking," revision N, dated 15 May 97. Bar coding requirements apply. When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.

EXCEPTION: None

CLIN 0004

(a) Packaging shall be in accordance with the requirements of the Packaging Data Sheet or the Special Packaging Instruction P5-19-11610, revision N/A, dated N/A. Packing Level B is required and shall be in accordance with MIL-STD-2073-1, revision C dated 1 Oct 96.

(b) Marking shall be in accordance with MIL-STD-129, "Standard Practice for Military Marking, " revision N, dated 15 May 97. Bar coding requirements apply. When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.

EXCEPTION: ECP Z24-0388 NOR 0035 applies

CLIN 0005

(a) Packaging shall be in accordance with the requirements of the Packaging Data Sheet or the Special Packaging Instruction

<p>CONTINUATION SHEET</p>	<p>Reference No. of Document Being Continued</p> <p>PIIN/SIIN DAAE20-99-R-0215 MOD/AMD</p>	<p>Page 19 of 76</p>
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Name of Offeror or Contractor:

P5-19-11372, revision A, dated 17 May 93. Packing Level B is required and shall be in accordance with MIL-STD-2073-1, revision C, dated 1 Oct 96.

(b) Marking shall be in accordance with MIL-STD-129, "Standard Practice for Military marking, "revision N, dated 15 May 97. Bar coding requirements apply. When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.

EXCEPTION: None

CLIN 0007

(a) Packaging shall be in accordance with the requirements of the Packaging Data Sheet or the Special Packaging Instruction P5-19-11342, revision A, dated 30 Mar 93. Packing Level B is required and shall be in accordance with MIL-STD-2073-1, revision C, dated 1 Oct 96.

(b) Marking shall be in accordance with MIL-STD-129, Standard Practice for Military Marking, "revision N, dated 15 May 97. Bar coding requirements apply. When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.

EXCEPTION: None

CLIN 0008

(a) Packaging shall be in accordance with the requirements of the Packaging Data Sheet or the Special Packaging Instruction P5-19-11381, revision N/A, dated N/A. Packing Level B is required and shall be in accordance with MIL-STD-2073-1, revision C, dated 1 Oct 96.

(b) Marking shall be in accordance with MIL-STD-129, "Standard Practice for Miitary Marking, "revision N, dated 15 May 97. Bar coding requirements apply. When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.

EXCEPTION: ECP Z24-0386 NOR 0042 applies

CLIN 0009

(a) Packaging shall be in accordance with the requirements of the Packaging Data Sheet or the Special Packaging Instruction P5-19-13774, revision N/A, dated N/A. Packing Level B is required and shall be in accordance with MIL-STD-2073-1, revision C, dated 1 Oct 96.

(b) Marking shall be in accordance with MIL-STD-129, "Standard Practice for Military Marking, "Revision N, dated 15 May 97. Bar coding requirements apply. When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.

EXCEPTION: ECP S24-0386 NOR 0032 applies

CLIN 0010

(a) Packaging shall be in accordance with the requirement of the Packaging Data Sheet or the Special Packaging Instruction P5-19-13785, revision N/A, dated N/A. Packing Level B is required and shall be in accordance with MIL-STD-2073-1, revision C, dated 1 Oct 96.

(b) Marking shall be in accordance with MIL-STD-129, "Standard Practice for Military Marking", Revision N, dated 15 May 97. Bar coding requirements apply. When lot numbering is required, no more than one lot shall be packaged in an outer shipping

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Name of Offeror or Contractor:

container.

EXCEPTION: ECP Z24-0387 NOR 0009 applies

CLIN 0011

(a) Packaging shall be in accordance with the requirement of the Packaging Data Sheet or the Special Packaging Instruction P5-19-13789, Revision N/A, dated N/A. Packing Level B is required and shall be in accordance with MIL-STD-2073-1, revision C, dated 1 Oct 96.

(b) Marking shall be in accordance with MIL-STD-129, "Standard Practice for Military Marking", Revision N, dated 15 May 97. Bar coding requirements apply. When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.

EXCEPTION: ECP Z24-0386 NOR 0014 applies

CLIN 0013

(a) Packaging shall be in accordance with the requirement of the Packaging Data Sheet or the Special Packaging Instrucion P5-19-11021, Revision B, dated 12 Oct 94. Packing Level B is required and shall be in accordance with MIL-STD-2073-1, revision C, dated 1 Oct 96.

(b) Marking shall be in accordance with MIL-STD-129, "Standard Practice for Military Marking", Revision N, dated 15 May 97. Bar coding requirements apply. When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.

EXCEPTION: None

CLIN 0014

(a) Packaging shall be in accordance with the requirement of the Packaging Data Sheet or the Special Packaging Instruction P5-19-11320, Revision N/A, dated 12 Oct 94. Packing Level B is required and shall be in accordance with MIL-STD-2073-1, revision C, dated 1 Oct 96.

(b) Marking shall be in accordance with MIL-STD-129, "Standard Practice for Military Marking", Revision N, dated 15 May 97. Bar coding requirements shall apply. When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.

EXCEPTION: None

CLIN 0015

(a) Packaging shall be in accordance with the requirements of the Packaging Data Sheet or the Special Packaging Instruction P5-19-10950, Revision B, dated 12 Oct 94. Packing Level B is required and shall be in accordance with MIL-STD-2073-1, revsion C, dated 1 Oct 96.

(b) Marking shall be in accordance with MIL-STD-129, "Standard Practice for Military Marking", Revision N, dated 15 May 97. Bar coding requirements shall apply. When lot numbering is required, no more than one lot shall be packaged in an outer shipping

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Name of Offeror or Contractor:

container.

EXCEPTION: ECP Z24-0347 NORs 0001 and 0003 apply

CLIN 0017

(a) Packaging shall be in accordance with the requirements of the Packaging Data Sheet or the Special Packaging Instruction P5-19-11232, Revision B, dated 12 Oct 94. Packing Level B is required and shall be in accordance with MIL-STD-2073-1, revision C, dated 1 Oct 96.

(b) Marking shall be in accordance with MIL-STD-129, "Standard Practice for Military Marking", Revision N, dated 15 May 97. Bar coding requirements shall apply. When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.

EXCEPTION: None

(End of clause)

(DS6400)

D-2

52.211-4501

PACKAGING REQUIREMENTS (SPECIAL PACKAGING INSTRUCTIONS)

FEB/2000

TACOM-RI

THIS INFORMATION APPLIES TO CLIN 0012 ONLY

a. Military preservation, packing, and marking shall be accomplished in accordance with the specific requirements identified below, all the applicable requirements of MIL-STD-2073-1, Revision C, Date 1 Oct 96 and the Special Packaging Instruction contained in the TDP.

Preservation: MILITARY

Level of Packing: B

Quantity Per Unit Package: 001

SPI Number: P5-19-13800, Rev -N/A, Dated-No Date

b. Unitization Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.

c. Marking: In addition to any special markings called out on the SPI, all unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision N, Date 15 May 97, including bar coding in accordance with ANSI/AIM-BC1, Uniform Symbology Specification Code 39.

d. This SPI has been validated and the method of preservation/packing has proven successful in meeting the needs of the military distribution system, including indeterminate storage and shipment throughout the world. Special instructions and/or tailoring of the SPI is detailed in the Supplemental Instructions in paragraph e below. A prototype package is required to validate the sizes and fit requirements of the SPI. Minor dimensional and size changes are acceptable provided the contractor notifies the Administrative Contracting Officer.60 days prior to delivery. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing or affecting the serviceability of the item will be considered and responded to within 10 days of submission to the Contracting Officer and the Administrative Contracting Officer. Government reserves the right to require testing to validate alternate industrial preservation methods,

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE20-99-R-0215 MOD/AMD</p>	<p style="text-align: center;">Page 22 of 76</p>
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Name of Offeror or Contractor:

materials, alternate blocking, bracing, cushioning, and packing.

e. SUPPLEMENTAL INSTRUCTIONS: Delete PPP-B-601 and substitute with ASTM D6251 and Delete L-P-378 and substitute with A-A-3174. ECP Z24-0388 NOR 0032 Applies.

THIS INFORMATION APPLIES TO CLIN 0016 ONLY

a. Military preservation, packing, and marking shall be accomplished in accordance with the specific requirements identified below, all the applicable requirements of MIL-STD-2073-1, Revision C, Date 1 Oct 96 and the Special Packaging Instruction contained in the TDP.

Preservation: MILITARY
Level of Packing: B
Quantity Per Unit Package: 001
SPI Number: P5-19-10872, Rev B, Dated 12 Oct 94

b. Unitization Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.

c. Marking: In addition to any special markings called out on the SPI, all unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision N, Date 15 May 97, including bar coding in accordance with ANSI/AIM-BC1, Uniform Symbology Specification Code 39.

d. This SPI has been validated and the method of preservation/packing has proven successful in meeting the needs of the military distribution system, including indeterminate storage and shipment throughout the world. Special instructions and/or tailoring of the SPI is detailed in the Supplemental Instructions in paragraph e below. A prototype package is required to validate the sizes and fit requirements of the SPI. Minor dimensional and size changes are acceptable provided the contractor notifies the Administrative Contracting Officer.60 days prior to delivery. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing or affecting the serviceability of the item will be considered and responded to within 10 days of submission to the Contracting Officer and the Administrative Contracting Officer. Government reserves the right to require testing to validate alternate industrial preservation methods, materials, alternate blocking, bracing, cushioning, and packing.

e. SUPPLEMENTAL INSTRUCTIONS: Delete MIL-P-116 and replace with MIL-STD-2073-1C, Delete PPP-B-636 and replace with ASTM D5118/ASTM D1974, Delete PPP-F-320 and replace with ASTM D4727 and Delete PPP-T-76 and PPP-T-60 and replace with ASTM D5486

(End of clause)

(DS6411)

D-3

52.211-4502

PACKAGING REQUIREMENTS

DEC/1998

TACOM-RI

THIS CLAUSE ONLY APPLIES TO CLIN 0006

Packaging shall be in accordance with Best Commercial Practices with the following REQUIREMENTS. The MARKING shall be in accordance with Standard Practice for Military Marking (MIL-STD-129).

REQUIREMENTS:

1. Packaging - Preservation, packaging, packing and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:

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1.1 Cleanliness - Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservative applied to the item for protection are not considered contaminants.

1.2 Preservation - Items susceptible to corrosion or deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.

1.3 Cushioning - Items requiring protection from physical and mechanical damage or which are fragile shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

2. Unit Package

2.1 Unit Package - A unit package shall be so designed and constructed that it will contain the contents with no damage to them, and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling.

2.1 Unit Package Quantity - Unless otherwise specified, the unit package quantity shall be one each part, set, or assembly.

3. Intermediate Package

3.1 The use of intermediate packaging is encouraged particularly when such use enhances handling and inventorying. Intermediate packaging is required to facilitate handling and inventory whenever the quantity is over 1 gross and the size of the unit package is 64 cubic inches or less.

4. Packing

4.1 Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers.

4.2 Shipping containers - The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. It shall be capable of multiple handling and storage under favorable conditions, such as enclosed facilities, for a minimum of one year.

5. Marking - Marking shall be in accordance with MIL-STD-129, Standard Practice for Military Marking, revision N, dated 15 May 97. Bar code requirements apply.

EXCEPTION:

None

(End of clause)

(DS6405)

D-4 52.247-4521 UNITIZATION/PALLETIZATION JUL/1998
TACOM-RI

THIS CLAUSE APPLIES TO ALL CLINS

Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more, unless skids or other forklift handling features are included on the container. Pallet loads must be stable and to the greatest extent possible provide a level top for ease in stacking. A palletized load shall not exceed 52 inches in length or width, or 54 inches of height. When LEVEL A packing is required, a four-way entry pallet or pallet box shall be used to contain the load in a manner that will permit safe multiple rehandling during storage and shipment.

(End of clause)

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(DS7204)

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Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE
FIRST ARTICLE TEST (GOVERNMENT TESTING)

TEST SAMPLES FROM ALL LOTS OR BATCHES OF MATERIALS USED TO PRODUCE PRODUCTION COMPONENTS REQUIRING PHYSICAL PROPERTIES TEST AND/OR GOVERNMENT RESISTANCE TO TOXICOLOGICAL TESTING CITED IN THE APPLICABLE SPECIFICATIONS, DRAWINGS, QUALITY ASSURANCE PROVISIONS (QAPS) LISTED IN THE TECHNICAL DATA PACKAGE SHALL BE SUBMITTED AS REQUIRED IN THE TECHNICAL DATA TO THE TEST FACILITIES LISTED BELOW. THE CONTRACTOR SHALL PROVIDE THE CONTRACTING OFFICER AT LEAST A 15 CALENDAR DAYS ADVANCE NOTICE OF THE SCHEDULE DATE FOR FINAL INSPECTION OF THE FIRST ARTICLE. THE TEST SAMPLES SHALL BE REPRESENTATIVE OF THE MATERIALS USED IN REGULAR PRODUCTION AND FROM THE SAME SOURCES AND ARE TO BE SELECTED EVALUATED AND PREPARED FOR SHIPMENT TO THE TEST SITE LISTED. THE GOVERNMENT QUALITY ASSURANCE REPRESENTATIVE (QAR) SHALL VERIFY ALL INSPECTION RECORDS, CERTIFICATES OF CONFORMANCE AND VENDOR REPORTS. THE QAR SHALL COMPLETE DD FORM 1222 IN ITS ENTIRETY, ATTACH THE CONTRACTOR'S INSPECTION DOCUMENTATION AND FORWARD IT WITH THE FAT SAMPLES TO THE TEST SITE. WITHIN 30 CALENDAR DAYS AFTER THE GOVERNMENT RECEIVES THE FIRST ARTICLE TEST REPORT, THE CONTRACTING OFFICER SHALL NOTIFY THE CONTRACTOR, IN WRITING, OF THE CONDITIONAL APPROVAL, APPROVAL, OR DISAPPROVAL OF THE FIRST ARTICLE.

TEST FACILITIES

U.S. ARMY SBCCOM QUALITY EVALUATION TEAM
ABERDEEN PROVING GROUND, MD 21010-5423
ATTN: AMSSB-REN-SN/MR. JERRY FORD

GOVERNMENT RESISTANCE TO TOXICOLOGICAL TESTING OF VENDOR SUPPLIER BASE/RAW MATERIALS PRODUCTION LOTS

FOR EACH LOT OF MATERIALS ACQUIRED FOR PRODUCTION OF ITEMS REQUIRING GOVERNMENT RESISTANCE TO TOXICOLOGICAL TESTING IAW THE APPLICABLE DRAWING, SPECIFICATION, QUALITY ASSURANCE PROVISIONS AND TDP, THE CONTRACTOR SHALL PROVIDE THAT THE VENDOR/SUPPLIER PREPARE TEST SAMPLES PROVIDING CERTIFIED TEST REPORTS ATTESTING TO THE MATERIAL QUALITY ADHERENCE TO THE PHYSICAL AND CHEMICAL ATTRIBUTES CONTAINED IN THE TDP. THE QAR SHALL COMPLETE DD FORM 1222 IN ITS ENTIRETY, ATTACH THE CONTRACTOR'S INSPECTION/PHYSICAL PROPERTIES DOCUMENTATION (CERTIFICATE OF CONFORMANCE) AND FORWARD IT WITH THE TEST SAMPLES TO THE TEST SITE. WITHIN 30 CALENDAR DAYS AFTER THE GOVERNMENT RECEIVES THE RESISTANCE TO TOXICOLOGICAL TESTING REPORT RESULTS, THE CONTRACTING OFFICER SHALL NOTIFY THE CONTRACTOR, IN WRITING, OF THE TEST RESULTS.

TEST FACILITIES

U.S. ARMY SBCCOM QUALITY EVALUATION TEAM
ABERDEEN PROVING GROUND, MD 21010-5423
ATTN: AMSSB-REN-SN/MR. JERRY FORD

*** END OF NARRATIVE E001 ***

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.209-4511 TACOM-RI	FIRST ARTICLE TEST (GOVERNMENT TESTING)	MAY/1994

THIS CLAUSE APPLIES TO CLIN 0017 ONLY

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-99-R-0215 MOD/AMD	Page 26 of 76
Name of Offeror or Contractor:		

- a. The first article shall consist of: One (1) linear yard, full width material, filter, non-woven, charcoal P/N 5-19-11422 which shall be examined and tested in accordance with contract requirements, the item specification (s), the Quality Assurance Provisions (QAPs) and drawings listed in the Technical Data Package.
- b. The first article shall be delivered to: Ship to Address for the DD Form 1222 is SBCCOM, Edgewood Research Development & Engineering Center, ATTN: AMSSB-REN-SN, Bldg E-5165/Jerry Ford, Edgewood Area, Aberdeen Proving Ground, MD 21010-5423. The first article shall be delivered by the Contractor Free on Board (FOB) destination except when transportation protective service or transportation security is required by other provision of this contract. If such is the case, the first article shall be delivered FOB origin and shipped on Government Bill of Lading.
- c. The first article shall be representative of items to be manufactured using the same processes and procedures as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package provided by the Government.
- d. Prior to delivery, each of the first article assemblies, subassemblies, and components shall be inspected by the Contractor for all contract, drawing, QAP and specification requirements except for any environmental or destructive tests indicated below: None- The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the schedule date for final inspection of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected. Results of contractor inspections (including supplier's and vendor's inspection records when applicable) shall be verified by the Government Quality Assurance Representative (QAR). The QAR shall attach to the contractor's inspection report a completed DD Form 1222. One copy of the contractor's inspection report with the DD Form 1222 shall be forwarded with the first article; two copies shall be provided to the Contracting Officer. Upon delivery to the Government, the first article may be subjected to inspection for all contract, drawing, specification, and QAP requirements.
- e. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in the place of performance, manufacturing process, material used, drawing, specification or source supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for an additional first article sample or portion thereof, and instructions provided concerning the submission, inspection and notification of results. Costs of the first article testing resulting from production process change, change in the place of performance, or material substitution shall be borne by the Contractor.
- f. Rejected first articles or portions thereof not destroyed during inspection and testing will be held at the government first article test site for a period of 30 days following the date of notification of rejection, pending receipt of instructions from the Contractor for the disposition of the rejected material. The Contractor agrees that failure to furnish such instructions within said 30 day period shall constitute abandonment of said material by the Contractor and shall confer upon the Government the right to destroy or otherwise dispose of the rejected items at the discretion of the Government without liability to the Contractor by reason of such destruction or disposition.

(End of Clause)

(ES6033)

E-4	52.209-4512 TACOM-RI	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAY/1994
a. The first article shall consist of:			
CLIN 0001	Liner, Vestibule, Type I 4240-01-330-8891 ---Three (3) vestibule liners, type I (Drawing No. 5-19-11373). However, when P5-19-11373 is required by the contract, the packaged vestibule liner and the packaging shall be tested.		
CLIN 0002	Liner, End, Type I 4240-01-330-8882---Three (3) end section liners, type I (Drawing No. 5-19-11335) however, when P5-19-11335 is required by the contract the end sections and the packaging shall be tested.		
CLIN 0003	Liner, Center Section, Type I 4240-01-330-8884--Three (3) liner center sections, type I (Drawing No. 5-19-11395). However, when packaging IAW SPI P5-19-11395 is required by the contract, the packaged liners, center section and the packaging shall be tested.		

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-99-R-0215 MOD/AMD	Page 27 of 76
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Name of Offeror or Contractor:

- CLIN 0004 Supply Airlock, Type I 4240-01-441-7383--Three (3) supply airlocks (drawing No. 5-19-11610). However, when packaging IAW SPI 5-19-11610 is required by the contract, the packaged supply airlocks and the packaging shall be tested.
- CLIN 0005 ISO Adapter, Type I 4240-01-330-8890--Three (3) ISO adapters (drawing No. 5-19-11372). However, when packaging IAW SPI P5-19-11372 is required by the contract, the packaged ISO adapter liners and the packaging shall be tested.
- CLIN 0006 Support Kit 4240-01-406-9350--Three (3) support kit room/tent (drawing No. 5-19-11190-20). However, when packaging IAW special packaging instructions are required by the contract, the support kit and the packaging shall be tested.
- CLIN 0007 Tunnel Airlock 4240-01-330-8886--Three (3) tunnel, airlock, litter, patient (drawing No. 5-19-11142). However, when packaging IAW SPI P5-19-11142 is required by the contract, the packaged tunnel, airlock, litter, patient and the packaging shall be tested.
- CLIN 0008 Liner, End, Type II 4240-01-461-5983--Three (3) end section liners, type II (Drawing No. 5-19-13781). However, when packaging IAW SPI P5-19-13781 is required by the contract, the packaged end section liner type II and the packaging shall be tested.
- CLIN 0009 Liner, Center Section, Type II 4240-01-460-9058--Three (3) center section liner (drawing No. 5-19-13774). However, when packaging IAW SPI P5-19-13774 is required by the contract, the packaged center section liner and the packaging shall be tested.
- CLIN 0010 Liner, Vestibule, Type II 4240-01-460-9059--Three (3) vestibule liners type II (drawing No. 5-19-13785). However, when packaging IAW SPI P5-19-13785 is required by the contract, the packaged vestibule liners and the packaging shall be tested.
- CLIN 0011 ISO Adapter, Type II 4240-01-460-9056--Three (3) ISO adapters (drawing No. 5-19-13789). However, when packaging IAW SPI P5-19-13789 is required by the contract, the packaged ISO adapter and the packaging shall be tested.
- CLIN 0012 Supply Airlock, Type II 4240-01-460-9066--Three (3) supply airlocks (drawing No. 5-19-13800). However, when packaging IAW Special Packaging Instructions are required by the contract, the packaged supply airlocks and the packaging shall be tested.
- CLIN 0013 Protective Entrance 4240-01-331-2938--Three (3) protective entrance (drawing No. 5-19-11021). However when packaging IAW special packaging instructions are required by the contract the protective entrance and its packaging shall be tested.
- CLIN 0014 M20A1 Shelter 4240-00-330-7806--Three (3) each. Collective Protective Equipment Assemblies manufactured and packaged IAW TDP 5-19-11320 EA-C-1590 amendment 2 and the contract. (a) Motor Blower Assembly drawing 5-19-10872 (b) Support Kit drawing 5-19-11190 (c) Filter canister, hermetically sealed drawing 5-19-6767 (d) Entrance, Protective, pressurized drawing 5-19-11021 (e) Liner, NBC, room package drawing 5-19-11334
- CLIN 0015 Maintenance Kit 4240-01-331-2921--Three (3) each of the following (a) blower mounting gaskets drawing no. 5-19-10895, (b) modified motor blowers drawing no. 5-19-10873, (c) motor blowers drawing no. 5-19-10933, (d) motor blower maintenance kits drawing no. 5-19-10950 when packaged IAW SPI P5-19-10950 three additional packaged motor blower maintenance kits and (e) six (6) each time totalizing meters drawing no. 5-19-11580 are required.
- CLIN 0016 Motor Blower 4240-01-330-8885--Three (3) each motor blower assemblies (Drawing No. 5-19-10872). However, when packaging IAW P5-19-10872 is required by the contract, the packaged motor blower and the packaging shall be tested.
- CLIN 0017 Filter Element, Gas 4240-01-332-2068--Twenty (20) each recirculation filter elements and packaging.

<p>CONTINUATION SHEET</p>	<p>Reference No. of Document Being Continued</p> <p>PIIN/SIIN DAAE20-99-R-0215 MOD/AMD</p>	<p>Page 28 of 76</p>
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Name of Offeror or Contractor:

which shall be examined and tested in accordance with contract requirements, the item specification(s), Quality Assurance Provisions (QAPs) and all drawings listed in the Technical Data Package.

b. The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package provided by the Government.

c. The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specification(s) referenced thereon, except for:

(1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.

(2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.

(3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.

(4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.

(5) Onetime qualification tests, which are defined as a onetime on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.

d. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for final inspection and test of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.

e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. The Government Quality Assurance Representative's (QAR) findings shall be documented on DD Form 1222, Request for and Results of Tests, and attached to the contractor's test report. Two copies of the First Article Test Report and the DD Form 1222 will be submitted through the Administrative Contracting Officer to the Contracting Officer with an additional information copy furnished to SBCCOM, ATTN: AMSSB-RSO-CPT/Mr. Ray Holden, Rock Island, IL 61299-7390.

f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the first article testing resulting from production process change, change in the place of performance, or material substitution shall be borne by the Contractor.

(End of Clause)

(ES6031)

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN DAAE20-99-R-0215 MOD/AMD</p>	<p align="center">Page 29 of 76</p>
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Name of Offeror or Contractor:

- (a) A production lot acceptance test sample is required to be submitted by the contractor from each production lot tendered to the Government for acceptance.
- (b) The production lot acceptance test sample shall consist of One (1) linear yard, full width material, filter, non-woven, charcoal 5-19-11422.
- (c) The production lot acceptance test sample units shall be randomly selected from the entire lot by, or in the presence of, the Government Quality Assurance Representative (QAR). Prior to selection of the production lot acceptance test sample units, the lot shall have been inspected to, and shall meet all requirements of, the contract. Unless authorized by the Contracting Officer, a test sample shall not be submitted from a lot which is or has been rejected for nonconformance to the detailed requirements of the contract, the specification(s), and/or the drawing(s).
- (d) The production lot acceptance test sample (including, if applicable, basic issue items and/or repair parts) shall be packaged and packed in accordance with contract; if packaging and packing requirements are not specified in the contract, the production lot acceptance test sample shall be packaged and packed in accordance with best commercial practices. The production lot acceptance test sample shall be appropriately marked, to include the drawing/part number, the contract number, the name of the contractor, and FOR PRODUCTION LOT ACCEPTANCE TESTING. The production lot acceptance test sample shall be accompanied by a DD Form 1222, Request for and Results of Test, appropriately completed by the Government QAR. A copy of the results of the Contractor's examination and/or test shall be attached to the DD Form 1222. Simultaneous with shipment of the production lot acceptance test samples, a copy of the DD form 1222 (including attached documentation) shall be submitted to Test Facility: SBCCOM, Edgewood Research Development & Engineering Center, ATTN: AMSSB-REN-SN, Bldg. E-5165/Mr. Jerry Ford, Edgewood Area, Aberdeen Proving Ground, MD 21010-5423. Send DD Form 1222 Report of test to SBCCOM, AMSSB-RSO-CPT/Mr. Ray Holden, Rock Island, IL 61299-7390.
- (e)The production lot acceptance test sample shall be shipped Free on board (FOB) Destination to the location designated below unless transportation protective service and/or transportation security is required (by other provision of this contract); if transportation protective service and/or transportation security is required, the test sample shall be shipped FOB origin on a Government Bill of Lading (GBL).
- Shipping destination SBCCOM, Edgewood Research Development & Engineering Center, ATTN: AMSSB-REN-SN, Bldg. E-5165/Mr. Jerry Ford, Edgewood Area, Aberdeen Proving Ground, MD 21010,5423.
- (f) The production lot acceptance test sample shall be examined and tested by the Government for and/or in accordance with EA-F-1601.
- (g) Within 30days after receipt of the production lot acceptance test sample at the Government facility, the Contracting Officer shall provide written notification to the contractor as to the approval, disapproval, or conditional approval of the production lot acceptance test sample. Unless authorized by the Contracting Officer, the lot from which the production lot acceptance test sample is drawn shall not be shipped from the Contractor's facility, nor shall final acceptance of the lot be made, until such time as notification has been provided by the Contracting Officer that the production lot acceptance test samples have been approved/conditionally approved.
- (h) If the Contracting Officer does not provide notification of the approval, conditional approval, or disapproval of the production lot acceptance test sample within the time specified above, the Contracting Officer shall equitably adjust the delivery/performance dates and/or the contract price (and any other contractual provision affected by such delay) in accordance with the procedures provided in the Changes clause of this contract.
- (i) If the production lot acceptance test sample fails to meet any applicable contractual requirement, the lot from which the test sample was drawn shall be considered to be rejected. The Contractor shall take immediate corrective action, both to correct the deficiency/nonconformance (if applicable) and to prevent recurrence of such deficiency/nonconformance, and shall submit an additional production lot acceptance test sample (from the reworked lot or from a new lot as applicable). Such corrective action shall be taken by the contractor at no increase in contract price and shall apply to all items (including, if applicable, basic items and/or repair parts) either in-process or final assembly which have been produced (or are in production) since the last successful production lot acceptance test. Any and all costs associated with testing the additional production lot acceptance test sample shall be borne by the contractor. The Contracting Officer shall equitably adjust the contract price as applicable for the costs associated with additional testing resulting from failure of the production lot acceptance test sample to meet applicable contractual requirements.
- (j) If the contractor fails to deliver any production lot acceptance test sample for test within the time specified, or if the production lot acceptance test sample is disapproved and an acceptable replacement is not provided within the time specified, the contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.
- (k) Unless otherwise specified, the production lot acceptance test sample shall be considered to be destructively tested, and is in addition to the units deliverable under the contract.

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(End of clause)

(ES6042)

E-6 52.246-4025 HIGHER LEVEL CONTRACT REQUIREMENT, TACOM QUALITY SYSTEM REQUIREMENT - OCT/1997
TACOM-RI ALTERNATE II

(a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (1) defect prevention and (2) process control, providing adequate quality controls throughout all areas of contract performance.

(b) Your quality system may be based on (1) international quality standards such as ISO 9002 or (2) military, or (3) commercial, or (4) national quality standards. NOTE: System such as ISO 9003 or comparable systems are unacceptable for this procurement. You represent that your performance under this contract will be in accordance with your quality system, which is in compliance with:

- () ISO 9001
- () ISO 9002
- () QS 9000
- () ANSI/ASQ Q9001
- () ANSI/ASQ Q9002
- () Other, specifically _____

NOTE: If you check the "other" block because you intend to use an in-house quality system, or one based on a commercial national or international standard not identified above, then in addition to identifying your proposed system in the space above, to the right of the word "other", you must attach a description of this system to your offer in response to the solicitation, so we can assess its suitability. If you receive a contract award, your proposed quality system will be required by the contract.

(c) Certification of compliance for the quality system you identify above, by an independent standards organization or auditor, is not required under this contract. However, you may attach a copy of such certification with your offer in response to the solicitation, as proof of system compliance.

(d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contract requirements.

(End of clause)

(ES7445)

E-7 52.246-4528 REWORK AND REPAIR OF NONCONFORMING MATERIAL MAY/1994
TACOM-RI

a. Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-99-R-0215 MOD/AMD	Page 31 of 76
Name of Offeror or Contractor:		

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

(ES7012)

E-8	52.246-4531	ACCEPTANCE INSPECTION EQUIPMENT (AIE)	DEC/1997
	TACOM-RI		

(a) The contractor shall use a calibration system for the AIE used on this contract that meets the requirements of ANSI/NCSL Z 540-1, ISO 10012-1, or an alternative system agreed to by the Government.

(b) The contractor shall provide all AIE (except for any AIE listed as available in Section H or Appendix I) necessary to assure conformance of material to the contract requirements.

(c) AIE shall be available for use on the First Article (FA) submission, if FA is required, or prior to use for acceptance of production material on this contract.

(d) Contractor furnished AIE shall be made (i) to the AIE designs specified in Section C, or (ii) to any other design provided the contractor's proposed AIE design is approved by the Government. Contractor's proposed AIE design for inspection of characteristics listed as "Critical, Special or Major" shall be submitted to the Government for review and approval as directed on the Contract Data Requirements List, DD Form 1423. Government approval of AIE design shall not be considered to modify the contract requirements.

(e) When the contractor submits it's proposed AIE on commercial off the shelf equipment, the contractor shall include the manufacturer's name, model number, and sufficient information to show capability of the proposed AIE to perform the inspection required. When submitting proposed AIE design documentation on commercial computer controlled test and measuring equipment include information on (1) test program listing (2) flowcharts showing accept and reject limits and computer generated test stimuli (3) calibration program listing (4) sample of the printout of an actual test and calibration (5) test plan to verify accuracy of inspection and correctness of accept or reject decision (6) identification of the equipment by model name and number.

(f) Resubmission of the contractor's proposed AIE design for Government approval on a follow on Government contract is not required, provided the inspection characteristic parameters specified in the technical data package and the previously approved contractor AIE design documentation have not changed. In this situation, the contractor shall provide written correspondence in the place of the AIE design documentation that indicates the prior approval and states that no changes have occurred.

(g) The Government reserves the right to disapprove, at any time during the performance of this contract, any AIE that is not accomplishing its intended use in verifying an inspection or test characteristic.

(End of clause)

(ES7018)

E-9	52.246-4532	DESTRUCTIVE TESTING	MAY/1994
	TACOM-RI		

THIS CLAUSE APPLIES TO CLIN 0017 ONLY

a. All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.

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Name of Offeror or Contractor:

b. Where destructive testing of items or components thereof is required by contract or specification, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to be delivered to the Government as set forth in the Contract Schedule.

c. All pieces of the complete First Article shall be considered as destructively tested items unless specifically exempted by other provisions of this contract.

d. The Contractor shall not reuse any components from items used in a destructive test during First Article, lot acceptance or inprocess testing, unless specifically authorized by the Contracting Officer.

e. The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall be shipped in accordance with the Contracting Officer's instructions. Those items and components to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.

(End of Clause)

(ES7011)

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Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-34	F.O.B. DESTINATION	JAN/1991
F-4	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
F-5	52.247-4531 TACOM-RI	COGNIZANT TRANSPORTATION OFFICER	MAY/1993

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of "Ship to" and "Notification" address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

(FS7240)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-99-R-0215 MOD/AMD	Page 34 of 76
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Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-2	252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-3	52.232-4506 TACOM-RI	PROGRESS PAYMENT LIMITATION	MAR/1988

Prior to first article approval, only costs incurred for the first article are allowable for progress payments; however, such payments shall not exceed ten percent (10 %) of the initial award value of the contract.

(End of Clause)

(HS6002)

H-4	52.246-4500 TACOM-RI	MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250)	MAR/1988
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Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

1. Purchasing Office

U.S. Tank-automotive and Armaments Command, Rock Island
ATTN:AMSTA-CM-CREC/Margie Tuftee
Rock Island, IL 61299-7630

(End of clause)

(HS6502)

H-5	52.239-4500 TACOM-RI	YEAR 2000 (Y2K) COMPLIANCE	NOV/1998
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a. In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be referred to as information technology), such deliverables shall be required to perform accurate date/time processing involving dates subsequent to December 31, 1999. The information technology shall be Year 2000 compliant upon delivery.

b. Definition. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, year 2000 compliant information technology, when used in

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combination with other information technology properly exchanges date/time data with it.

(End of clause)

(HS7506)

H-6

52.247-4545

PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION

MAY/1993

TACOM-RI

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? YES NO

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

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SECTION I - CONTRACT CLAUSES

EVALUATED OPTION FOR INCREASED QUANTITY

- a. This solicitation contains an evaluated option (See Section M).
- b. The government reserves the right to increase the quantity of items in CLINS 0001-0017 as an evaluated option at the prices quoted in the pricing evaluation worksheet (attachment 02).
- c. If the contractor does not quote a price in the pricing evaluation worksheet, the lowest price offered/bid in the schedule for any CLIN shall be the price used for evaluation/award of any option quantities for that CLIN. All evaluation factors identified in the solicitation will be applied to the option quantity for evaluation purposes.
- d. The Contracting Officer may exercise the evaluated option at any time preceding 60 days prior to the end of the period of performance in option period number one or two by giving written notice to the contractor.
- e. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.
- f. Contractors shall enter prices for the option quantities on the Price Evaluation Worksheet (attachment 03).

*** END OF NARRATIVE I001 ***

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.203-3	GRATUITIES	APR/1984
I-2	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-3	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-4	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-5	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-6	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	JUN/1996
I-7	52.211-5	MATERIAL REQUIREMENTS	OCT/1997
I-8	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-9	52.215-2	AUDIT AND RECORDS - NEGOTIATION	AUG/1996
I-10	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-11	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-12	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-13	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	DEC/1998
I-14	52.215-16	FACILITIES CAPITOL COST OF MONEY	OCT/1997
I-15	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-16	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-17	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS	OCT/1997
I-18	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/1999
I-19	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	OCT/1999
I-20	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-21	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-22	52.222-26	EQUAL OPPORTUNITY	FEB/1999
I-23	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR/1998

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	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-24	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-25	52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN/1999
I-26	52.223-6	DRUG-FREE WORKPLACE	JAN/1997
I-27	52.225-8	DUTY-FREE ENTRY	FEB/2000
I-28	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB/2000
I-29	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-30	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-31	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-32	52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR/1998
I-33	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-34	52.232-1	PAYMENTS	APR/1984
I-35	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
I-36	52.232-11	EXTRAS	APR/1984
I-37	52.232-16	PROGRESS PAYMENTS	MAR/2000
I-38	52.232-16	PROGRESS PAYMENTS - ALTERNATE I	MAR/2000
I-39	52.232-17	INTEREST	JUN/1996
I-40	52.232-18	AVAILABILITY OF FUNDS	APR/1984
I-41	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	APR/1984
I-42	52.232-25	PROMPT PAYMENT	JUN/1997
I-43	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-44	52.233-1	DISPUTES	JAN/1999
I-45	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-46	52.242-13	BANKRUPTCY	JUL/1995
I-47	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-48	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
I-49	52.246-24	LIMITATION OF LIABILITY - HIGH-VALUE ITEMS	FEB/1997
I-50	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997
I-51	52.248-1	VALUE ENGINEERING	FEB/2000
I-52	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-53	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-54	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-55	252.203-7001 DFARS	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-56	252.203-7002 DFARS	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
I-57	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-58	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/2000
I-59	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-60	252.209-7000 DFARS	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-61	252.215-7000 DFARS	PRICING ADJUSTMENTS	DEC/1991
I-62	252.215-7002 DFARS	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-63	252.219-7003 DFARS	SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-64	252.223-7004 DFARS	DRUG-FREE WORK FORCE	SEP/1988
I-65	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
I-66	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
I-67	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	MAR/1998
I-68	252.225-7010 DFARS	DUTY-FREE ENTRY -- ADDITIONAL PROVISIONS	MAR/1998
I-69	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	MAY/1999

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I-70	DFARS 252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/1997
I-71	DFARS 252.225-7026	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	MAR/1998
I-72	DFARS 252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-73	DFARS 252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-74	DFARS 252.232-7004	DOD PROGRESS PAYMENT RATES	FEB/1996
I-75	DFARS 252.242-7000	POSTAWARD CONFERENCE	DEC/1991
I-76	DFARS 252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	SEP/1996
I-77	DFARS 252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-78	DFARS 252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-79	DFARS 252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
I-80	52.209-4	FIRST ARTICLE APPROVAL-GOVERNMENT TESTING, ALTERNATE I AND ALTERNATE II	JAN/1997

THIS CLAUSE APPLIES TO CLIN 0017 ONLY

(a) The Contractor shall deliver * unit(s) of Lot/Item * within ** calendar days from the date of this contract to the Government at * for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within 15 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in paragraph (b) of this clause. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, the Contractor -

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.

(f) If the Government does not act within the time specified in paragraph (b) or (c) of this clause, the Contracting

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Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(j) The Contractor shall produce both the first article and the production quantity at the same facility.

- * See Instructions Regarding Submission of First Article clause
 - ** See Solicitation A narrative for submission timeframes
- (End of clause)

(IF6268)

I-81	52.216-18	ORDERING	OCT/1995
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(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award of contract through December 31, 2004.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

End of Clause

(IF6155)

I-82	52.216-19	ORDER LIMITATIONS	OCT/1995
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(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than the lowest quantity in the lowest range for any CLIN as stated in the pricing evaluation worksheet (attachment 02), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

- (1) Any order for a single item in excess of the highest quantity stated in the highest range for any CLIN as stated in the pricing evaluation worksheet(attachment 02);
- (2) Any order for a combination of items in excess of the highest quantities for any CLIN as stated in the pricing evaluation worksheet(attachment 02);
- (3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that

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requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within -5- days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

(IF6029)

I-83 52.216-21 REQUIREMENTS OCT/1995

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after December 31, 2005.

(End of clause)

(IF6031)

I-84 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED
BUSINESS CONCERNS OCT/1999

(a) Definitions. As used in this clause -

Small disadvantaged business concern means, an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either -

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

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(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, as offeror must receive certification as a small disadvantaged business concern by the Small business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

Historically black college or university means as institution determined by the Secretary of Education to meet the requirement of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), land the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3) which, for purposes of this clause, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C.1059c(b)(1).

United States means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) Evaluation adjustment. (1) The Contracting Officer will evaluate offers by adding a factor of ten (10) percent to the price of all offers, except -

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equated or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR);

(iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;

(iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and

(v) For DOD acquisitions, otherwise successful offers of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The Contracting Officer will apply the factor to a line item or to any group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

_____Offeror elects to waive the adjustment.

(d) Agreements. (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for -

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of material, will be performed by employees of the concern.

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(2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

(IF6093)

I-85 52.202-1 DEFINITIONS OCT/1995

(a) "Head of the agency" (also called agency head) or "Secretary" means the Secretary (or Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, including any deputy or assistant chief official of the agency; and the term "authorized representative" means any person, persons, or board (other than the Contracting Officer) authorized to act for the head of the agency or Secretary.

(b) Commercial component means any component that is a commercial item.

(c) Commercial item means--

(1) Any item, other than real property, that is of a type customarily used for nongovernmental purposes and that--

(i) Has been sold, leased, or licensed to the general public; or

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for--

(i) Modifications of a type customarily available in the commercial marketplace; or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor" modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;

(5) Installation services, maintenance services, repair services, training services, and other services if such services are procured for support of an item referred to in paragraphs (c)(1), (2), (3), or (4) of this clause, and if the source of such services--

(i) Offers such services to the general public and the Federal Government contemporaneously and under similar terms and conditions; and

(ii) Offers to use the same work force for providing the Federal Government with such services as the source uses for providing such services to the general public;

(6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed;

(7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or

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affiliates of a Contractor; or

(8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.

(d) Component means any item supplied to the Federal Government as part of an end item or of another component.

(e) Nondevelopmental item means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (e)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (e)(1) or (e)(2) solely because the item is not in use.

(f) ''Contracting Officer'' means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(g) Except as otherwise provided in this contract, the term ''subcontracts'' includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

(End of Clause)

(IF7252)

I-86 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT JUL/1995

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7210)

I-87 52.203-7 ANTI-KICKBACK PROCEDURES JUL/1995

(a) Definitions.

''Kickback,'' as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract

''Person,'' as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

''Prime contract,'' as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

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“Prime Contractor” as used in this clause, means a person who has entered into a prime contract with the United States.

“Prime Contractor employee,” as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

“Subcontract,” as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

“Subcontractor,” as used in this clause (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

“Subcontractor employee,” as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback of 1986 (41 U.S.C. 51.58) (the Act), prohibits any person from--

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7211)

I-88 52.209-3 FIRST ARTICLE APPROVAL-CONTRACTOR TESTING, ALTERNATE I AND ALTERNATE II JAN/1997

(a) The Contractor shall test * unit(s) of Lot/Item * as specified in this contract. At least fifteen (15) calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within ** calendar days from the date of this contract to * marked “FIRST ARTICLE TEST REPORT: Contract No.____,Lot/Item No.____.” Within thirty (30) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article

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tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

* (See instructions regarding submission of First Article clause)
 ** (See Schedule B)

(End of Clause)

(IF7116)

I-89	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG/1995
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(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase limitation at FAR 13.000, to disclose to the Contractor, in writing whether as of the time of award of the subcontract, the subcontractor, or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

- (1) The name of the subcontractor.
- (2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement Nonprocurement Programs.

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(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of Clause)

(IF7212)

I-90 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT OCT/1997

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

I-91 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS. JAN/1999

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business concerns maintained by the Small Business Administration.

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference.

(ii) Otherwise successful offers from small business concerns.

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

_____ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

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(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

(IF7004)

I-92 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT DEC/1996

(a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(End of clause)

(IF7114)

I-93 52.223-14 TOXIC CHEMICAL RELEASE REPORTING OCT/1995

(a) Unless otherwise exempt, the Contractor owned or operated facilities used in the performance of this contract shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023 (a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). Such Contractor facilities shall file the annual Form R throughout the life of the contract.

(b) A Contractor is exempt from the requirement to file an annual Form R if none of the Contractor owned or operated facilities used in the performance of this contract--

(1) Manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(2) Have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) Meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA); or

(4) Fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in FAR 19.102.

(c) If the Contractor has certified to be exempt in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any one of its owned or operated facilities used in the

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performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor owned and operated facilities used in the performance of this contract, unless otherwise exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the Contractor becomes eligible; and (ii) continue to file the annual Form R for the life of the contract.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 12, the Contractor shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), with subcontractors having SIC designations of major groups 20 through 39 as set forth in FAR 19.102, the substance of this clause, except this paragraph (e).

(End of Clause)

(IF7259)

I-94	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
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(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold); however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

(End of clause)

(IF7220)

I-95	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	OCT/1998
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(a) Definition

Commercial item, as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

Subcontract, as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

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- (1) 52.222-26, Equal Opportunity (E.O. 11246);
 - (2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));
 - (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and
 - (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

End of Clause

(IF7253)

I-96 52.245-9 USE AND CHARGES (DEVIATION) APR/1984

(a) Definitions.

As used this clause -

Acquisition cost means the acquisition cost recorded in the Contractor's property control system or, in the absence of such record, the value attributed by the Government to a government property item for purposes of determining a reasonable rental charge.

Government property means property owned or leased by the Government.

Real property means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or equipment.

Rental period means the calendar period during which government property is made available for commercial purposes.

Rental time means the number of hours, to the nearest whole hour, rented property is actually used for commercial purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) General.

- (1) Rental requests must be submitted to the administrative Contracting Officer, identify the property for which rental is requested, propose a rental period, and calculate an estimated rental charge by using the Contractor's best estimate of rental times in the formulae described in paragraph (c) of this clause.
- (2) The contractor shall not use government property for commercial purposes, including Independent research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.

(c) Rental charge.

- (1) Real property and associated fixtures.
 - (1) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The contractor shall submit the appraisal to the administrative Contracting Officer at least 30 days prior to the date the property is needed for commercial use. Except as provided in paragraph (c)(1)(iii) of this clause, the administrative contracting Officer shall use the appraisal rental rate to determine a reasonable rental charge.
 - (ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.
 - (iii) When the administrative Contracting Officer has reason to believe the appraisal rental rate is not reasonable, he or she shall promptly notify the Contractor and provide his or her rationale. The parties may agree on an alternate means for

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computing a reasonable rental charge.

(2) Other government property. the Contractor may elect to calculate the final rental charge using the appraisal method described in paragraph (c)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour -

$$\text{Rental charge} = \frac{(\text{Rental Time in hours}) (.02 \text{ per hour}) (\text{Acquisition cost})}{720 \text{ hours per month}}$$

(3) Alternate methodology. The Contractor may request consideration of an alternate basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(d) Rental payments.

(1) Rent is due at the time and place specified by the Contracting Officer. If a time is not specified, the rental is due 60 days following completion of the rental period. The Contractor shall calculate the rental due, and furnish records or other supporting data in sufficient detail to permit the administrative Contracting Officer to verify the rental time and computation. Unless otherwise permitted by law, payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract or by electronic funds transfer to that office.

(2) Interest will be charged if payment is not made by the specified payment date or, in the absence of a specified date, the 61st day following completion of the rental period. Interest will accrue at the "Renegotiation Board Interest Rate" (published in the Federal Register semiannually on or about January 1st and July 1st) for the period in which the rent is due.

(3) The Government's acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractor's unauthorized use of government property or any other failure to perform this contract according to its terms.

(e) Use revocation. At any time during the rental period, the Government may revoke commercial use authorization and require the Contractor, at the Contractor's expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(f) Unauthorized use. The unauthorized use of government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

(End of clause)

(IF7121)

I-97 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

I-98 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS MAR/1999

DFARS

(a) Definition. ''SPI process,'' as used in this clause, means a management or manufacturing process that has been accepted previously by the department of defense under the Single Process Initiative (SPI) for use in lieu of specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Command, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI process accepted at specific facilities is available via the Internet in PDF format at <http://www.dcmc.hq.dla.mil/spi/dbreport/modified.pdf> and in Excel format at <http://www.dcmc.hq.dla.mil/spi/dbreport/modified.xls>.

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standard cited in the

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solicitation shall--

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,
 - (2) identify each facility at which the offeror proposed to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
 - (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
 - (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.
- (d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:_____

Facility: _____

Military or Federal Specification or Standard: _____

Affected Contract Line Item Number, Subline Item Number, Component, or Element: _____

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is lan acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror -

- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer;but
- (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of Clause)

(IA7009)

I-99 252.243-7000 ENGINEERING CHANGE PROPOSALS SEP/1999
DFARS

- (a) The Contracting Officer may ask the Contractor to prepare engineering change proposals for engineering changes within the scope of this contract. Upon receipt of a written request from the Contracting Officer, the Contractor shall prepare and submit an engineering change proposal in accordance with the instructions of MIL-STD-973, in effect on the date of contract award.
- (b) The Contractor may initiate engineering change proposals. Contractor initiated engineering change proposals shall include a ''not to exceed'' price, or a ''not less than'' price, and delivery adjustment. If the Contracting Officer orders the engineering change, the increase shall not exceed nor the decrease be less than the ''not to exceed'' or ''not less than'' amounts.
- (c) When the price of the engineering change is \$500,000 or more, the Contractor shall submit--
 - (1) A contract pricing proposal using the format in Table 15-2, Section 15.408, of the Federal Acquisition Regulation; and
 - (2) At the time of agreement on price, or on another date agreed upon between the parties, a signed Certificate of Current Cost or Pricing Data.

(End of clause)

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(IA7010)

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 001	PRICING EVALUATION WORKSHEET		003	
Attachment 002	SMALL BUSINESS UTILIZATION WORKSHEET		002	
Attachment 003	SECTION C CD ROM			
Attachment 004	SPECIAL PACKAGING INSTRUCTION P5-19-10872	12-OCT-94	006	
Attachment 005	DOCUMENT SUMMARY LIST FOR CLIN 0001		003	
Attachment 006	DOCUMENT SUMMARY LIST FOR CLIN 0002		003	
Attachment 007	DOCUMENT SUMMARY LIST FOR CLIN 0003		003	
Attachment 008	DOCUMENT SUMMARY LIST FOR CLIN 004		003	
Attachment 009	DOCUMENT SUMMARY LIST FOR CLIN 0005		003	
Attachment 010	DOCUMENT SUMMARY LIST FOR CLIN 0006		003	
Attachment 011	DOCUMENT SUMMARY LIST FOR CLIN 0007		003	
Attachment 012	DOCUMENT SUMMARY LIST FOR CLIN 0008		003	
Attachment 013	DOCUMENT SUMMARY LIST FOR CLIN 0009		003	
Attachment 014	DOCUMENT SUMMARY LIST FOR CLIN 0010		003	
Attachment 015	DOCUMENT SUMMARY LIST FOR CLIN 0011		003	
Attachment 016	DOCUMENT SUMMARY LIST FOR CLIN 0012		003	
Attachment 017	DOCUMENT SUMMARY LIST FOR CLIN 0013		003	
Attachment 018	DOCUMENT SUMMARY LIST FOR CLIN 0014		003	
Attachment 019	DOCUMENT SUMMARY LIST FOR CLIN 0015		002	
Attachment 020	DOCUMENT SUMMARY LIST FOR CLIN 0017		002	
Attachment 021	INSTRUCTIONS FOR DD FORM 1423		001	
Attachment 022	IOC FORM 715-3		002	
Attachment 023	AMCCOM FORM 71-R		002	
Attachment 024	GUIDANCE ON DOCUMENTATION OF CONTRACTS DATA REQUIREMENTS LIST (CDRL)		002	
Attachment 025	DISCLOSURE OF LOBBYING ACTIVITIES (SFLL)		003	
Exhibit A	DD FORM 1423 FOR CLIN 0001	24-JUN-99	004	
Exhibit B	DD FORM 1423 FOR CLIN 0002	28-JUN-99	003	
Exhibit C	DD FORM 1423 FOR CLIN 0003	24-JUN-99	003	
Exhibit D	DD FORM 1423 FOR CLIN 0004	21-JUN-99	004	
Exhibit E	DD FORM 1423 FOR CLIN 0005	23-JUN-99	004	
Exhibit F	DD FORM 1423 FOR CLIN 0006	25-JUN-99	003	
Exhibit G	DD FORM 1423 FOR CLIN 0007	22-JUN-99	004	
Exhibit H	DD FORM 1423 FOR CLIN 0008	24-JUN-99	004	
Exhibit I	DD FORM 1423 FOR CLIN 0009	28-JUN-99	003	
Exhibit J	DD FORM 1423 FOR CLIN 0010	24-JUN-99	003	
Exhibit K	DD FORM 1423 FOR CLIN 0011	23-JUN-99	004	
Exhibit L	DD FORM 1423 FOR CLIN 0012	13-JUL-99	003	
Exhibit M	DD FORM 1423 FOR CLIN 0013	24-JUN-99	004	
Exhibit N	DD FORM 1423 FOR CLIN 0014	11-JUN-99	004	
Exhibit O	DD FORM 1423 FOR CLIN 0015	08-MAR-99	002	
Exhibit P	DD FORM 1423 FOR CLIN 0017	01-MAR-99	002	

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(KA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN/1999
K-3	252.209-7001 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-4	252.209-7002 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT	SEP/1994
K-5	252.209-7004 DFARS	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-6	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS	NOV/1999
(a)(1) The standard industrial classification (SIC) code for this acquisition is 2394.			
(2) The small business size standard is 500.			
(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.			
(b) Representations. (1) The offeror represents as part of its offer that it _____ is, _____ is not a small business concern.			
(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it _____ is, _____ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.			
(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it _____ is, _____ is not a women-owned small business concern.			
(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that -			
(i) it ____ is ____ is not			
a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and			
(ii) it ____ is ____ is not			
a joint venture that complies with the requirements of 13 CFR part 126, and the representations in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern, or concerns that are participating in the joint venture. [The offeror shall enter the name or name of the HUBZone small business concern or concerns that are participating in the joint venture:			
_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.			
(5) (Complete if the offeror represented itself as disadvantaged in paragraph (b)(2) of this provision). [The offeror			

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Name of Offeror or Contractor:

shall check the category in which its ownership falls]:

- _____ Black American.
- _____ Hispanic American.
- _____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- _____ Asian-Pacific American) persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands, (Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- _____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- _____ Individual/concern, other than one of the preceding.

(c) Definitions. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern," as used in this provision, means a small business concern--

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

(KF6011)

K-7 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION APR/1985

(a) The offeror certifies that--

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not knowingly be disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

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(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraph (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above_____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraph (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

(KF7005)

K-8 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) MAY/1999

(a) Definition. "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by on or more women.

(b) Representation. The offeror represents that it _____is,_____is not a women-owned business concern.

(End of provision)

(KF7064)

K-9 52.207-4 ECONOMIC PURCHASE QUANTITY - SUPPLIES AUG/1987

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

Name of Offeror or Contractor:

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government’s requirements indicate that different quantities should be acquired.

(End of Provision)

(KF7003)

K-10	52.209-5	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS	MAR/1996
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(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ()

are not ()

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ()

have not () ,

within a 3-year period preceding thisoffer, been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasions, or receiving stolen property; and

(C) Are ()

are not ()

presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivison (a)(1)(i)(B) of this provision.

(ii) The Offeror has ()

has not () ,

within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious or fraudulent certification may render the subject to prosecution under section 1001 title 18 United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) ofthis provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

(KF7033)

K-11 52.215-6 PLACE OF PERFORMANCE OCT/1997

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation,
- ()intends,
()does not intend
(check applicable block)

to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks ''intends'' in paragraph (a) of this provision, it shall insert in the spaces provided below the required information:

Place of Performance (Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

(End of provision)

(KF7023)

K-12 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS OCT/1999

(a) General. This provision is used to assess the offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offer represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either -

____ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

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Name of Offeror or Contractor:

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the data base maintained by the Small Administration (PRO-Net); or

____ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2)____For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124, 1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:
_____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

(KF7010)

K-13 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEB/1999

The offeror represents that -

(a) It () has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It () has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(End of Provision)

(KF7057)

K-14 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APR/1984

The offeror represents that (a) it

() has developed and has on file,

() has not developed and does not have on file,

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it

() has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

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(KF7020)

K-15 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING OCT/1995

(a) The offeror, by signing this offer, certifies that--

(Note: The offeror must check the appropriate paragraph(s).)

_____ (1) To the best of its knowledge and belief, it is not subject to the filing and reporting requirements described in Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) sections 313(a) and (g) and Pollution Prevention Act of 1990 (PPA) section 6607 because none of its owned or operated facilities to be used in the performance of this contract currently--

_____ (i) Manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c).

_____ (ii) Have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A).

_____ (iii) Meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA).

_____ (iv) Fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in FAR section 19.102.

_____ (2) If awarded a contract resulting from this solicitation, its owned or operated facilities to be used in the performance of this contract, unless otherwise exempt, will file and continue to file for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in EPCRA sections 313(a) and (g) and PPA section 6607 (42 U.S.C. 13106).

(b) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995 (60 FR 40989-40992).

(End of Provision)

(KF7065)

K-16 52.227-6 ROYALTY INFORMATION APR/1984

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.

(2) Date of license agreement.

(3) Patent numbers patent application serial numbers, or other basis on which the royalty is payable.

(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.

(5) Percentage or dollar rate of royalty per unit.

(6) Unit price of contract item.

(7) Number of units.

(8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

(End of Provision)

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(KF7002)

K-17 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION APR/1998

Note:

This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES AND CERTIFICATION.

(a) Any contract in excess of \$500,000 resulting from this solicitation, will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR, 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

() (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable, Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation)

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

() (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

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The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

() (3) Certificate of Monetary Exemption.
The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.
() (4) Certificate of Interim Exemption.
The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a review certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption(4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS - ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE.

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR Subpart 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

() YES () NO

(End of Provision)

(KF7191)

K-18 252.209-7003 COMPLIANCE WITH VETERAN'S EMPLOYMENT REPORTING REQUIREMENTS MAR/1998
DFARS
By submission of its offer, the Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., the VETS-100 report required by Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has submitted the most recent report required by 38 U.S.C. 4212(d).

(End of provision)

(KA7513)

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K-19 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA AUG/1992
DFARS

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation.

The Offeror represents that it--

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Far Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

(KA7500)

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(LA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L	DEC/1999
L-2	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-3	52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR/1991
L-4	52.215-1	INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION	FEB/2000
L-5	52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA	OCT/1997
L-6	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB/1999
L-7	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-8	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990

Any contract awarded as a result of this solicitation will be a DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(LF6014)

L-9	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a Firm Bixed Price contract resulting from this solicitation.

(End of Provision)

(LF6008)

L-10	52.233-2	SERVICE OF PROTEST	OCT/1995
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSBCA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Joyce Klein, HQ, TACOM-RI, ATTN: AMSTA-CM-CREC, Rock Island, Illinois 61299-7630. A protest to be filed with HQ, AMC, in accordance with the clause in Section A entitled HQ, AMC-Level Protest Program, shall be addressed to: HQ, Army Materiel Command, Office of Command Counsel, ATTN: AMCCC-PL, 5001 Eisenhower Avenue, Alexandria, VA 22333-0001. (Facsimile number (703) 617-5680/617-4999.)

(b) The copy of any protest shall be received in the office designated above on the same day a protest is filed with the GSBCA or within one day of filing a protest with the GAO.

(c) In this procurement, you may not protest to the GSBCA because of the nature of the supplies or services being procured.

(End of Provision)

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Name of Offeror or Contractor:		

(LF6254)

L-11 30.202-1(a) DISCLOSURE STATEMENT FORM FAR

Disclosure Statement, Form CASB-DS-1, is not included in this solicitation package. Any offeror meeting the criteria for concurrent submission of the Disclosure Statement, who has not previously received the form from another Government source, will immediately contact the cognizant ACO (See DOD Directory of Contract Administration Components (DOD 4105.59H)) to obtain a copy of the form. If the form is not promptly made available by the ACO, the offeror will immediately so advise the PCO, who will provide one copy of the form. Offeror will be responsible for reproducing the complete form in sufficient number of copies required for submission. No extension of the closing date of the solicitation will be granted on account of the requirement for submission of the Disclosure Statement.

(LF7011)

L-12 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS APR/1984

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.
- (b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of Provision)

(LF7015)

L-13 9.306(c) FAR WAIVER OF FIRST ARTICLE APPROVAL

THIS PROCUREMENT IS SUBJECT TO FIRST ARTICLE APPROVAL TESTS. OFFERS ARE INVITED ON THE BASIS OF 'WITH FIRST ARTICLE' AND 'WITHOUT FIRST ARTICLE APPROVAL.' THE FACT THAT AN OFFEROR HAS PREVIOUSLY FURNISHED THE ITEM DOES NOT NECESSARILY MEAN THE FIRST ARTICLE WILL BE WAIVED. ANY WAIVER OF FIRST ARTICLE IS SUBJECT TO A RENEWED REQUIREMENT WHEN ANY OF THE CONDITIONS DESCRIBED IN SECTION E PARAGRAPH ENTITLED 'INSTRUCTION REGARDING SUBMISSION OF FIRST ARTICLE' OCCURS.

The Government reserves the right to waive the requirements for first article approval testing where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror and have been accepted by the Government. To permit proper evaluation in such cases, offerors, who are eligible to have first article approval tests waived, and have so offered, are hereby requested to submit prices on all requirements set forth in Section B so that they will not be precluded from consideration for award in the event that the Government determines that an award requiring first article approval is in the best interests of the Government. If such determination is made, award will be made with First Article Approval.

Award will be made to that responsible offeror whose offer conforming to the Solicitation, will be most advantageous to the Government, price and other factors considered.

Offers submitted Without First Article Approval, must state the contract number, if any, underwhich identical or similar supplies were previously accepted by the Government. (However, see Notice above.) In the event that an offeror cannot furnish the required information, his offer Without First Article Approval will (may, in negotiated procurements) not be considered for award.

IDENTICAL OR SIMILAR ITEMS FURNISHED ON:

Contract Nos. _____

DATES _____

(LF7009)

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Name of Offeror or Contractor:

L-14 15.703 FAR MAKE OR BUY PROGRAM

1. The offeror shall submit with his proposal, a written detailed 'make or buy' program covering this proposed procurement containing the offeror's plan for the production of the end item(s) showing:

a. The major components, assemblies, subassemblies and parts to be manufactured and/or processed (including testing, treating, and assembling) in the offeror's own facilities, or the facilities of his affiliates, subsidiaries, or divisions.

b. The major components, assemblies, subassemblies and parts to be obtained elsewhere by subcontract (including testing, treating and assembling).

2. The offeror shall submit with the foregoing 'make or buy' program sufficient data to enable the Contracting Officer to evaluate the following factors as to how they affect the interest of the Government:

a. The effect of the offeror's plan to make or buy, as the case may be, on price, quality, delivery and performance;

b. Whether the offeror plans to broaden his base of subcontractors through competitive means;

c. Whether the offeror has given consideration to competence, abilities, experience, and capabilities available within other firms;

d. Whether small business concerns are given an equitable opportunity to compete for subcontracts;

e. Whether the offeror or major subcontractors propose to do work in-plant, the nature of which differs significantly from their normal in-plant operations or for which they are not historically suited;

f. Whether production of the item(s) or production of the work will create a requirement, either directly or indirectly, for additional facilities to be furnished by the Government, by the offeror, or by subcontractors;

g. Whether the offeror proposes to ask the Government to furnish additional facilities to do the work in-plant for which there is capacity elsewhere which is competitive in quality, delivery, and overall cost, and is acceptable as a source to the offeror; and

h. Other factors, such as the nature of the item(s), experience with similar items, future requirements, engineering, tooling, starting load costs, market conditions, and the availability of personnel and materials.

3. The Contracting Officer, after review of the foregoing 'make or buy program' shall, in conjunction with the offeror, endeavor to reach agreement upon an acceptable 'make or buy program' for incorporation into any resultant contract. The Government shall be notified in advance of any proposed change to the 'make or buy program' together with justification therefore in accordance with 'Changes or Additions to Make or Buy Program' clause to be included in any resultant contract.

(LF7016)

L-15 52.215-4510 ELECTRONIC BIDS/OFFERS AUG/1999
TACOM-RI

1. Bids/offers and Quotes to the government shall be signed by a MEMBER OF THE FIRM AUTHORIZED TO BIND THE COMPANY. This requirement is in accordance with (IAW) Federal Acquisition Regulation (FAR) 4.102.

2. Prior to submission of your bid/offer and quotes, read the latest electronic bid/proposal instructions at web page:

<http://aaisbids.ria.army.mil> and click on the icon for additional information.

3. Assuming that your bid/proposal/quote was transmitted successfully, you will receive the following message:

"A directory for your Cage Code, XXXX was created under Solicitation DAAE20XXXXXXX, and your file was moved to it. If you have any other files to send, use the "Back" arrow on your browser. IF YOU EXPERIENCE ANY PROBLEMS WITH THIS PROCESS, CONTACT THE CONTRACT SPECIALIST LISTED ON THE OPEN SOLICITATION PAGE.

<http://aais.ria.army.mil/aais/Padds_web/index.html>."

If you receive an error message of any type, your bid/proposal/quote was not transmitted and must be resubmitted if you wish it to be considered for award. You may resubmit by repeating the steps for electronic submittal or by data-faxing your bid/proposal/quote to Area Code (309)782-2047.

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(End of Provision)

(LS7011)

L-16 52.215-4511 ELECTRONIC AWARD NOTICE APR/1999
TACOM-RI

a. Any contract awarded as result of this solicitation will be posted to the Internet for downloading and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above.

b. Notice of award to the awardee will be issued only via electronic mail. Venders who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Internet to determine if he/she has received an award. In this event, the vendor's failure to check the Internet and download a copy of the award in a timely manner shall not be an excuse for failure to perform or grounds for a delivery schedule extension.

c. Notice of award to unsuccessful offerors shall be issued only via the Commerce Business Daily, the Internet and electronic mail. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the Commerce Business Daily and/or the internet to determine if an award has been made. In this event, the vendor's failure to check the Commerce Business Daily and/or the Internet to determine if an award has been made shall not constitute grounds for an extension of the ten (10) day protest period allow in regulation.

Vendor's Electronic Mail Address:

(End of provision)

(LS7012)

L-17 52.246-4051 OFFEROR'S QUALITY ASSURANCE SYSTEM - ALTERNATE II FEB/1997
TACOM-RI

(a) This solicitation will result in a contract that will require the contractor to use a quality-assurance system to ensure the quality of the contract items.

(b) To allow TACOM-RI to analyze your proposed quality system, especially if that system is not based on a national or international standard, you must identify your system as part of your response to this solicitation. Section E of this solicitation includes a clause that asks you to identify what quality-assurance system you will use if awarded a contract.

(1) If you indicate in Section E of this solicitation that your quality system conforms to ISO 9001 or ISO 9002, or QS 9000, or ANSI/ASQ Q9001 or ANSI/ASQ Q9002 this is sufficient description: you need not further describe your quality system in your response to the solicitation.

(2) If your quality system does not conform to any of the standards listed in (b)(1) immediately above, then in addition to identifying in Section E of this solicitation the name of the quality system you intend to use, you also must provide a description of your proposed system, in enough detail to let us assess its suitability for use in performing the resulting contract. This is of particular importance if your proposed system is unique, using quality control methods and techniques that your company has developed in-house.

(Note, however, that if the quality system you intend to use is one that conforms to MIL-Q-9858 or another comparable military specification or standard, you do not need to send us a copy of the standard: just identify in Section E of your offer which which standard you intend to use. Note further, that quality systems listed in Section E of this solicitation as unacceptable are NOT acceptable for this contract.)

(3) If you provide a description of your quality system, make sure that your description covers how your system:

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- achieves defect prevention, and
- provides process control, and
- ensures adequate quality controls throughout all areas of contract performance.

If some of the features of your system are described in other forms (brochures, for example, or articles), you may attach a copy of such items to your response to this solicitation. If your system is described in a textbook or publication that is available from a commercial or academic distributor, include a reference to the publication by author, title, copyright date, and publisher in your system description. You need not physically attach a copy of a textbook to your offer.

(c) If you already described your quality system as an attachment to another TACOM-RI solicitation within the previous 90 days, you can either send us another copy, or simply identify the number of the previous solicitation.

(d) If you do not provide us a description of your quality system, or if the description you send does not show all of the required features as stated in paragraph (b) above, your offer may be ineligible for contract award.

(End of Provision)

(LS7445)

Section L:

L.1 PROPOSAL INSTRUCTIONS

L.1.1 Proposals shall be submitted in accordance with this section. To avoid unnecessary expense to both the Government and the offeror, offerors are advised to thoroughly review sections L & M prior to submitting a proposal.

All proposals shall be prepared and submitted electronically in accordance with the requirements of the solicitation and the instructions set forth below. Electronic format shall be readable using MS Office 97 on an IBM PC or compatible. Please limit the size of your proposal to the equivalent of thirty typed 8 1/2 by 11 inch sheets of paper using a font size no smaller than 10, not including simple charts and graphics.

L.2 TECHNICAL/QUALITY ASSURANCE

L.2.1 This factor consists of four subfactors: (1) Heat Sealing, (2) Metal Part Fabrication and Protection (3) Textile Fabrication and (4) Quality Program. This factor describes the equipment, manufacturing methodology and testing that the contractor plans to use to ensure that it will be able to produce the M28 components in accordance with the government's technical data package and required delivery schedule. This factor shall consist of no more than 16 pages of narrative.

L.2.2 Heat Sealing:

The offeror shall describe the method that will be used to heat seal components. Outline any precautions that will be taken to preclude heat sealing defects. Describe the equipment, manufacturing process and testing that will be used to heat seal the material.

L.2.3 Metal Part Fabrication and Protection:

The offeror shall describe the method that will be used to make the metal parts and castings of the Motor Blower Assembly (PN 5-19-10872), Recirculation Filter Housing Assembly (PN 5-19-10881) and the Frame Assembly (PN 5-19-11023). Describe the paint application and paint touch-up method used on the components.

L.2.4 Textile Fabrication:

The offeror shall describe the method that will be used to make butyl parts of the Protective Entrance (PN 5-19-11021). Describe the method of manufacture to include sewing methodology.

L.2.5 Quality Program:

The offeror shall describe their internal quality system as it meets ISO 9002, CP2 or identify their equivalent system, which complies with the same requirements. In addition the offeror will provide copies of the most recent registration audit/s approvals or certifications issued by a recognized independent auditing source (government or industry) and state whether the same or similar items as being procured in this solicitation were produced using the same programs. In the event the offeror's Quality Control program is not a recognized industry standard e.g. (ISO, CP2 or QS), but is a modified inspection program with quality provisions and work instructions added to emulate or satisfy limited requirements the following shall apply:

- a. The offeror shall provide documentation describing their Process Control and frequency of auditing to assure that components and materials are conforming through all phases of

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production.

b. Identify who in management uses the information generated including all flow down requirements to supplier and vendors.

L.3 PAST PERFORMANCE/SMALL BUSINESS UTILIZATION

L.3.1 This factor consists of two subfactors: Past Performance and Small Business Utilization

L.3.2 Past Performance:

L.3.2.1 The offeror shall detail and describe his quality and delivery performance on prior relevant Government or commercial contracts during the last three years. A contract is considered relevant if it exceeds \$100,000 and involves the production of same or similar products and/or processes to the effort required on this solicitation, ie. heat sealing, metal part fabrication, textile fabrication utilizing butyl coated cloth. Subcontractors and their relevant contract must be identified and described if they are providing components or services integral to the performance requirement of the CPE.

L.3.2.2 For each of your recent relevant past contracts you should provide the following information for your company and your key subcontractors. Subcontractors must also provide the names of points of contact from contracts they have had with other companies.

- a. Contract Number.
- b. Contract type.
- c. Award price/cost.
- d. Original delivery schedule.
- e. Final, or projected final, delivery schedule.
- f. Your (and any significant subcontractor's) CAGE and DUNNS numbers.
- g. Government or commercial contracting activity address and telephone number.
- h. Procuring Contracting Officer's (PCO's) name, telephone number, and Fax number.
- i. Government or commercial contracting activity technical representative, or COR, and their telephone and Fax numbers.
- j. Government or commercial contracting activity, and the name, telephone, and Fax numbers of the Administrative Contracting Officer.
- k. Description of scope of work requirements and a discussion of similarities between the contract scope and the scope of this solicitation.
- l. Description of objectives achieved to date on the contract. Include an explanation of instances where technical or schedule requirements were not met, and any corrective actions taken to avoid such problems in the future.
- m. Listing of Quality Deficiency Reports (QDRs, Standard form 368), Corrective Action Requests (CAR), Requests for Waiver (RFW), and Request for Deviation (RFD) against these listed contracts to include a brief summary of the contents, current status of each, validity, impact on item performance, and corrective actions to preclude recurrence.
- n. Terminations. The offeror shall provide the above listed information for ANY AND ALL contracts that have been terminated in whole or in part, for any reason (i.e. Termination for Default, Termination for Convenience, Mutual Termination) during the past THREE YEARS, to include those currently in the process of such termination, as well as those which are NOT similar to the proposed effort. Additionally provide information on any Show Cause or Cure Notices issued during the last three years.

L.3.2.3 Key Personnel: If you have limited or no recent or relevant past performance, but have key personnel who will be playing a significant role in carrying out the requirements of this contract and who have had significant and similar responsibilities in conjunction with recent, relevant contracts or subcontracts of a previous employer, we may consider this experience in our evaluation of past performance. In order for us to consider such experience, please identify these key personnel, their roles and responsibilities for their previous employer, and their roles and responsibilities as planned for the current requirement. Also provide similar information to that identified in L.3.2.2 for those contracts that these key personnel were involved in with those previous employers.

L.3.2.4 We may use data you provide and data we gather from other sources to evaluate past performance. Since we may not interview all the sources you provide, it is incumbent upon you to explain all the data you provide. We do not assume the duty to search for data to cure problems we find in proposals. The burden of providing thorough and complete past performance information remains with you. We may assign an unacceptable rating to your proposal or reject your proposal if it does not contain the information requested.

L.3.3 Small Business Utilization:

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L.3.3.1 Offerors must provide the following information in their proposal:

a. Offerors are to identify the extent to which Small Businesses (SBs), Small Disadvantaged Businesses (SDBs), Woman-Owned Small Businesses (WOSBs), Historically Black Colleges/Universities, Minority Institutions (HBCU/MIs) or Historically Underutilized Business Zones (HUBZones) would be utilized in the performance of this proposed contract. For small businesses, as defined by the Standard Industrial Code applicable to this solicitation, the offeror's own participation as a SB, SDB, WOSB, HUBZone or HBCU/MI is to be identified, and will be considered in evaluating small business participation. FAR 19.001 definitions contains the definitions for each small business program category.

To aid in submission of the Small Business Utilizaion Information, attachment 02 may be completed and returned as part of the proposal.

b. The offeror is to address the following subfactors in detail.

(1) All offerors are to provide:

(a) the names of SBs, SDBs, WOSBs, HBCU/MIs or HUBZones who would participate in the proposed contract, identifying specific components to be produced or services to be performed by them, and the estimated total dollars of such work for each ordering period and each option;

(b) a description of the offeror's performance, over the past three calendar years, in complying with the requirements of FAR 52.219-8, including description and available documentation of the methods employed to promote small business utilization and the internal methods used to monitor such utilization.

(2) Offerors who are large businesses, as defined by the Standard Industrial Code applicable to this solicitation, are also to provide a description of their performance over the past three calendar years in complying with the requirements of FAR 52.219-9, including documentation of their accomplishment of the goals established under Subcontracting Plans of prior contracts. Large businesses that have never held a contract incorporating 52.219-9 shall so state.

L.4 PRICE

L.4.1 PRICING INSTRUCTIONS TO OFFERORS

a. Offerors are to fill in the blocks under the column Unit Price.

b. This solicitation requires that the offeror provide prices for varying quantity ranges for each ordering period. Should the offeror fail to provide prices for every range, the Government may evaluate the offer by using the lowest proposed price for the CLIN/Ordering period. The weighting assigned to each range represents the likelihood that an order, if placed, would fall within that range.

*** END OF NARRATIVE L001 ***

Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(MA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.247-50	NO EVALUATION OF TRANSPORTATION COSTS	APR/1984
M-2	15.304 FAR	EVALUATION FACTORS FOR AWARD (BASIS FOR AWARD, FACTORS AND SUBFACTORS TO BE EVALUATED, EVALUATION APPROACH)	DEC/1997

The following are the evaluation factors for award:

See Section L and Section M narratives for award evaluation factors.

(MF6012)

M-3 9.306(i) FAR COST OF FIRST ARTICLE TESTING (GOVERNMENT TESTING)

a. Evaluation of bids or offers where first article tests are waived for eligible bidders or offerors will be made by deleting the CLIN calling for First Article Testing and by subtracting the price bid if any, for such CLIN from the total amount bid for all CLIN's.

b. Earlier delivery, if required in case of waiver of first article testing, shall not be a factor in evaluation for award.

c. The Government is responsible for first article testing and the cost to the Government for such testing shall be a factor in the evaluation of bids for award, to the extent that such cost can be realistically estimated. Such estimated cost is \$4,000.00

(End of Clause)

(MF6010)

M-4 52.217-5 EVALUATION OF OPTIONS JUL/1990

a. The Government will evaluate offers for award purposes by adding the total price for the evaluated option to the total price for the basic requirement. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes. Evaluation of options will not obligate the Government to exercise the option(s).

b. If varying prices, depending on the quantities actually ordered and the dates when ordered, are submitted for the evaluated option, the Government will evaluate the total evaluated option quantity by using the highest option price offered.

c. If an offeror takes exception to the evaluated option, the Government may reject that offer as nonresponsive/unacceptable.

(End of Provision)

(MF7009)

M-5 9.306(c) FAR FIRST ARTICLE APPROVAL

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- a. Evaluation of bids or offers where first article test are waived for eligible bidders or offerors will be made by deleting the CLIN calling for First Article Testing.
- b. Earlier delivery, if required in case of waiver of first article testing, shall not be a factor in evaluation for award.

(End of Provision)

(MF7007)

M-6	252.225-7003	INFORMATION FOR DUTY-FREE ENTRY EVALUATION	MAR/1998
DFARS			
(a) Does the offeror propose to furnish--			
(1) A domestic end product with nonqualifying country components for which the offeror requests duty-free entry; or			
(2) A foreign end product consisting of end items, components, or material of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry--Qualifying Country Supplies (End Products and Components) clause or, if applicable, the Duty-Free Entry--Eligible End Products clause of this solicitation?			
Yes ()		No ()	
(b) If the answer in paragraph (a) is yes, answer the following questions:			
(1) Are such foreign supplies now in the United States?			
Yes ()		No ()	
(2) Has the duty on such foreign supplies been paid?			
Yes ()		No ()	
(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty?			
\$_____.			
(c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.			

(End of provision)

(MA7703)

Section M:

M.1 BASIS FOR AWARD

- M.1.1 The award of a contract will be made to the offeror/offerors whose proposal offers the best value to the Government based on an integrated assessment of three factors; (1) Technical/Quality Assurance, (2) Past Performance/Small Business Utilization and (3) Price. The Technical/Quality Assurance factor, the contains four subfactors, Material Heat Sealing, Metal Part Fabrication and Protection, Textile Fabrication and Quality Program which are equal in importance and under the Past Performance/Small Business Utilization factor, the subfactor of Past Performance is slightly more important than Small Business Utilization. Technical/Quality Assurance, as a whole, is considered slightly more important than Past Performance/Small Business Utilization and Past Performance/Small Business Utilization, as a whole, is slightly more important than Price. However, if the non-price factors of Technical/Quality Assurance and Past Performance/Small Business Utilization tend to equalize, price becomes more significant.
- M.1.2 The government reserves the right to make an award to someone other than the low priced offeror or highest technically rated. In accordance with FAR 52.215-1 multiple awards are allowable.
- M.1.3 The Government may reject any proposal that is unrealistically high or low in price since that indicates that you have failed to comprehend the requirements.

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M.1.4 The nonprice factors will not be numerically scored, but rather, will be rated in an adjectival and narrative manner. An evaluation team will rate proposals as outlined below and make recommendations to the Source Selection Authority. The Source Selection Authority is not bound by the findings of the evaluation team.

M.2 EVALUATION CRITERIA

M.2.1 TECHNICAL/QUALITY ASSURANCE

M.2.1.1 Under this factor the Government will evaluate four subfactors:

- a. Material Heat Sealing
- b. Metal Part Fabrication and Protection
- c. Textile Fabrication.
- d. Quality Program

Material Heat Sealing, Metal Part Fabrication and Protection, Textile Fabrication Protection and Quality Program are equal in importance.

M.2.1.2 Material Heat Sealing

Exceptional - Offeror demonstrates technical expertise and application of state-of-the-art technology in the design and layout of the heat sealing process by monitoring and controlling temperature and humidity of the work environment. The offeror demonstrates a good understanding of the key parameters affecting a quality heat seal in his description of the heat sealing process and equipment the proposal interrelates how specific componentry functions to obtain the parameters believed to be important. The offeror's heat sealing is judged to be a technically superior process. The proposed equipment/process is capable of repeatably controlling and obtaining the desired heat sealing properties; i.e., controlling proper sealing temperature, seal rate, material conditioning, etc., for production quantities. Integration of computer controlled process equipment would be representative of a "superior" approach. An exceptional approach would utilize mostly automated processes.

Good - The offeror provides description of the heat sealing process from beginning to end with measures identified to control the environment to maintain a quality seal. Said measures are judged capable of controlling the temperature and humidity while maximizing seal strength. Manual controls are acceptable for this rating. The offeror demonstrates an understanding of the desired heat sealing properties; i.e., controlling proper sealing temperature, seal rate, material conditioning, etc., for production quantities. The offeror provides a description of the equipment and process that will produce an acceptable seal. The offeror's equipment design is considered adequate to control and achieve heat seal properties that will make acceptable liners. A good approach must have some automated processes.

Satisfactory - The offeror does not plan to control or monitor the humidity or temperature. The offeror fails to understand most of the desired heat sealing properties; i.e., controlling proper sealing temperature, seal rate, material conditioning, etc., for production quantities and his equipment reflects this. No automated processes in the making of a heat seal would be acceptable for this rating.

Unsatisfactory - Offeror fails to identify any special precautions taken to maintain heat seal quality. The offeror in his description of the heat sealing equipment and process shows a lack of understanding of the parameters that are important for producing an acceptable heat seal. The described heat sealing equipment design is judged incapable of achieving a desired heat seal. The design fails to achieve desired heat sealing properties; i.e., controlling proper sealing temperature, seal rate, material conditioning, etc., for production quantities.

M.2.1.3 Metal Part Fabrication and Protection

Exceptional - The offeror's described method is one which has been used successfully on similar parts with similar material in the past using state-of-the-art technology/equipment. The offeror may indicate that he or a subcontractor has successfully produced metal parts similar to the Motor Blower Assembly (5-19-10872), Recirculation Filter Assembly (5-19-10881) and Frame Assembly (5-19-11023). The paint process and touch-up should provide a repeatable and reliable protective coating to the entire area of the part. The contractor work area for the paint line allows sufficient room for drying of painted parts. An above normal proposal would also address environmental issues related through the use of Chemical Agent Resistant Coating (CARC) paint. A process that mostly utilizes automation would be considered exceptional.

Good - The offeror or subcontractor intends to use existing proven equipment/technology for the manufacture of the Motor Blower Assembly (5-19-10872), Recirculation Filter Assembly (5-19-10881) and Frame Assembly (5-19-11023). The paint and touch-up process is considered to provide a repeatable and acceptable protection coating. A process that utilizes some automation would be considered good.

Satisfactory - The offeror or subcontractor intends to manufacture the Motor Blower Assembly (5-19-10872),

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Recirculation Filter Assembly (5-19-10881) or Frame Assembly (5-19-11023) and demonstrates some prior experience with metal part fabrication. The paint and touch-up process is set up such that there is some risk that the paint operation will provide a repeatable and acceptable protective coating. No automated processes would be acceptable for this rating.

Unsatisfactory - The offeror or subcontractor intends to use an unproven method of manufacturing for the Motor Blower Assembly (5-19-10872), Recirculation Filter Assembly (5-19-10881) and Frame Assembly (5-19-11023). The offeror is using an approach which is considered "high risk" and likely to lead to surface flaws and dimensional nonconformities. Based on the described set-up there is risk that areas of the part will not get painted. The offeror may identify that no touch-up painting will be done.

M.2.1.4 Textile Fabrication

Exceptional - The offeror or subcontractor described method is one which has been used successfully on similar parts with similar material, i.e. PE, in the past; i.e. use of proven technology/equipment. The offeror may indicate that he will use a subcontractor who has successfully produced similar parts. The sewing and repair process should provide a repeatably reliable product. The contractor work area allows sufficient room fabrication. A process that mostly utilizes automation would be considered exceptional.

Good - The offeror or subcontractor intends to use existing proven equipment/technology for the manufacture of the Protective Entrance Fabric Assembly or similar parts. The sewing and repair process should provide a repeatably reliable product. A process that utilizes some automation would be considered good.

Satisfactory The offeror or subcontractor intends to manufacture the Protective entrance Fabric Assembly although he has minimal prior experience with textile fabrication. The sewing and repair process is set up such that there is some risk that the operation will provide a minimally repeatably reliable product. No automated processes would be acceptable for this rating.

Unsatisfactory - The offeror or subcontractor intends to use an unproven method of manufacturing for the Protective Entrance. The offeror is using an approach which is considered "high risk" and likely to lead to surface flaws and dimensional nonconformity. Based on the described set-up there is risk that all areas of the part will not get sewn properly.

M.2.1.5 Quality Program

Exceptional - Contractor is CP2 or ISO 9002 certified with registrations and/ or current auditing records

Good - Contractor has a quality program audited and acknowledged by an industry recognized evaluation source to be equivalent ISO 9002.

Satisfactory Contractor has a previously approved quality system with objective milestones for upgrading to meet ISO 9002 prior to start of production.

Marginal - Contractor has an inspection system but no plans for meeting the equivalent quality program of ISO 9002

Unsatisfactory - The contractor did not present nor offer plans or description for implementation of an inspection system or internal quality program.

M.2.2 PAST PERFORMANCE/SMALL BUSINESS UTILIZATION

M.2.2.1 In evaluating this factor we will consider two subfactors:

- a. Past Performance
- b. Small Business Utilization

Past Performance is more important than Small Business Utilization.

M.2.2.2 Past Performance:

1. The government shall evaluate the relevancy and quality of the offeror's past performance and it's proposed significant subcontractor as it relates to the probability of successful accomplishment of the required effort. Consideration will be given to the degree to which the offeror has met all aspects of contract performance, including technical performance, delivery schedule conformance, and the offeror's general history of cooperative behavior and commitment toward customer satisfaciton on relevant contracts as defined in Section L (within the past three years). A

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significant achievement, problem, or lack of relevant data in any element of work can become an important consideration in the selection process. Therefore, offerors are reminded to include all relevant past efforts, including demonstrated corrective actions, in their proposal. As part of this evaluation, the government will consider relevant data extrinsic to the proposal which is otherwise available to the government.

2. This information will be then assessed along with the offeror's proposal to determine the performance risk. Offerors are reminded that while the government may elect to consider data obtained from other sources, the burden of providing thorough and complete past performance information rests on the offerors.

The following definitions of past performance shall be used:

Excellent: No doubt exists, based on past performance, that the offeror will successfully perform the required effort (Very Low Risk).

Good: Little doubt exists, based on past performance, that the offeror will successfully perform the required effort (Low Risk).

Adequate: Some doubt exists, based on past performance, that the offeror will successfully perform the required effort (Moderate Risk).

Marginal: Substantial doubt exists, based on past performance, that the offeror will successfully perform the required effort (High Risk).

Unacceptable: There is no doubt, based on past performance, that the offeror will not be able to successfully perform the required effort (Very High Risk).

Neutral: The offeror has little or no past performance upon which to base a meaningful performance evaluation (Unknown Risk).

Offerors who receive a neutral rating will not be evaluated either favorably, or unfavorably: but will be evaluated in the context of the importance of past performance to the overall solicitation effort. (FAR 15.305 (a) (2) (ii)).

M2.2.3 Small Business Participation:

1. The Government will evaluate the extent to which offerors identify, and commit to utilizing, SBs, SDBs, WOSBs, HBCU/MIs and HUBZones in the performance of the contract. Such utilization may be as the prime contractor or a subcontractor, or as a member of a joint venture or teaming arrangement.

2. The evaluation will include the following:

- a. the extent to which the proposal specifically identifies SBs, SDBs, WOSBs, HBCU/MIs and HUBZones and the estimated dollar value of their participation, including the participation of the offeror, if it is a SBs, SDBs, WOSBs, HBCU/MIs or an HUBZone;
- b. the complexity of the items/services to be furnished by SBs, SDBs, WOSBs, HBCU/MIs, and HUBZones;
- c. the extent of participation of such concerns in terms of the value of the total contract amount; and
- d. an assessment of the risk, based upon past performance, of the offeror actually achieving the involvement of small business concerns as proposed. Such assessment will include:
 - (1) for all offerors, an evaluation of performance over the past three calendar years in complying with the requirements of FAR 52.219-8, Utilization of Small Business and Small Disadvantaged Business Concerns;
 - (2) for offerors who are large businesses as defined by the Standard Industrial Code applicable to this solicitation, an additional evaluation of past performance over the last three calendar years in complying with the requirements of FAR 52.219-9, Small Business and Small Disadvantaged Business Subcontracting Plan. Where a large business has not held a contract that included 52.219-9, its prior performance will be evaluated against 52.219-8 only.

3. The subfactor of Small Business Utilization will be evaluated in accordance with the following. Apply the adjectival rating for the definition that most closely meets the evaluation conclusion.

Exceptional Proposal includes a substantial portion of the work, in terms of dollar value (more

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than 20%) and complexity, to be performed in the Small Business (SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), Historically Black Colleges and University/Minority Institution (HBCU/MI) and Historically Underutilized Business Zones (HUBZones) sector by the prime (if so qualified) and/or as subcontractors or team members.

Offeror has substantive evidence suggesting prior achievement of subcontracting plans or policy goals. Based on the proposal and past performance history, the offeror's proposed goals and/or actions are substantial and are considered very realistic (Very Low Risk).

Good Proposal includes a significant portion of the work in terms of dollar value (more than 15%) to be performed in the Small Business (SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), Historically Black Colleges and University/Minority Institution (HBCU/MI) and Historically Underutilized Business Zones (HUBZones) sector by the prime (if so qualified) and/or as subcontractors or team members. Offeror has evidence suggesting prior achievement of most subcontracting plan or policy goals. Based on the offeror's proposal and past performance history, the offeror's proposed goals and/or actions are significant and are considered realistic (Low Risk).

Satisfactory Proposal includes a reasonable portion of the work in terms of dollar value (more than 10%) or complexity to be performed in the Small Business (SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), Historically Black Colleges and Minority Institution (HBCU/MI) and Historically Underutilized Business Zones (HUBZones) sector by the prime (if so qualified) and/or as subcontractors or team members. Offeror has evidence suggesting prior achievement of some subcontracting plan or policy goals. Based on the offeror's proposal and past performance history, the offeror's proposed goals and/or actions are adequate and could be met if the offeror focuses attention on them (Moderate Risk).

Unsatisfactory Offeror demonstrates little or no commitment to using SBs, SDBs, WOSBs, HBCU/MIs and HUBZones. There is no evidence that the offeror met his prior goals and/or shows no serious commitment and did not provide adequate justification for not doing so. Based on the proposal and/or past performance history, there is negligible likelihood that anything other than a token portion of the work will be performed in this sector (High Risk).

M.2.3 PRICE

a. The Government will evaluate price based on the total evaluated price to the Government of each CLIN per the Evaluation Pricing Sheets, attachment 1 of the solicitation. The proposed contract price will also be evaluated for reasonableness. Reasonableness means that the cost does not exceed what would be incurred by a prudent business person in the conduct of competitive business.

b. This solicitation requires that the offeror provide prices for varying quantity ranges for each Ordering Period. Should the offeror fail to provide prices for every range, the Government may evaluate the offer by using the LOWEST price for the Ordering Period.

*** END OF NARRATIVE M001 ***